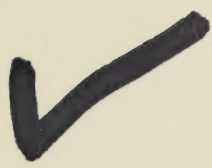


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Other International
Agreements



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United States Treaties and Other International Agreements



VOLUME 35

IN SIX PARTS

Part 3

1983-1984

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and published by authority of law
(1 U.S.C. § 112a)
under the direction
of the Secretary of State*

The Act approved September 23, 1950, Ch.
1001, §2, 64 Stat. 979, 1 U.S.C. §112a, provides
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*"... United States Treaties and Other International Agreements
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DENMARK

Aviation: Transport Services

Agreement amending the agreement of December 16, 1944, as amended.

Effected by exchange of notes

Dated at Washington August 2, 1983;

Entered into force October 14, 1983.

The Department of State to the Danish Embassy

The Department of State refers to the discussions that took place in Washington, D.C. from February 22 to February 26, 1983, between representatives of the Government of the United States of America and the Government of Denmark with respect to the Air Transport Agreement between the United States of America and Denmark, signed on December 16, 1944, as amended,^[1] and to the Memorandum of Understanding between the Government of the United States of America and members of the European Civil Aviation Conference, signed December 17, 1982^[2] and opened for signature February 1, 1983, and to other issues relating to their civil aviation relationship. As a result of these discussions, the Department of State proposes that Paragraph B in the Annex of such Air Transport Agreement be amended to read as follows:

"B. Airlines of Denmark designated under the present Agreement are, except as otherwise specified below, accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

¹EAS 430; TIAS 3014, 4071, 6021; 7 Bevans 114, 5 UST 1422; 9 UST 1005; 17 UST 712.

²TIAS 10786; 35 UST 2199.

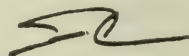
1. From Denmark via intermediate points to (a) New York and (b) Chicago; in both directions. 1/
2. From Denmark via Greenland to Seattle and Los Angeles; in both directions. 1/
3. From Denmark to Anchorage, and beyond to Tokyo, Japan; in both directions; provided, however, that between Anchorage and Tokyo cargo may be carried on the lower deck only, and all-cargo services may not be provided.
4. From Denmark to San Juan, Puerto Rico, and points beyond, with only blind sector rights between San Juan and points beyond; in both directions.

Note 1: The Government of Denmark may select a single point, except Miami, in the contiguous 48 United States, to which its designated airlines may provide service on routes 1 or 2 in place of any one of New York, Chicago, Seattle, or Los Angeles. This right to change points in the United States may be exercised only once and not later than two years from the date on which this amendment to the agreement enters into force. This change will be exercised by notifying the Government of the United States through diplomatic channels of the new point to be selected and the point to be given up, together with the date on which such change shall be effective. Any such change may not be reversed by either Denmark or the United States."

If this proposal is agreeable to the Government of Denmark, the Government of the United States of America will be pleased to consider this note and the reply of the Government of Denmark concurring therein as constituting an amendment to the Air Transport Agreement, as amended, between the two Governments, which shall enter into force on the same day on which the Government of the United States receives written confirmation that Denmark, Norway and Sweden have become parties to the U.S.-ECAC Memorandum of Understanding of December 17, 1982, opened for signature February 1, 1983.^[1]

Department of State

Washington, August 2, 1983



¹ Notification from the Secretary of the European Civil Aviation Conference Oct. 14, 1983.

The Danish Embassy to the Department of State

DANISH EMBASSY

WASHINGTON, D. C. Ref. No. 93.D.4.

The Royal Danish Embassy hereby acknowledges receipt of the Note of the Department of State of August 2, 1983, which reads as follows:

[For the text of the U.S. note, see pp. 2-4.]

In reply the Embassy has the honor to state that the Government of Denmark accepts the proposal of the Government of the United States of America and agrees that the note of the Department and the present reply shall constitute an amendment to the Air Transport Agreement, as amended, between the two Governments, which shall enter into force on the same day on which the Government of the United States receives written confirmation that Denmark, Norway and Sweden have become parties to the U.S.-ECAC Memorandum of Understanding of December 17, 1982, opened for signature February 1, 1983.

Washington, D.C.

August 2, 1983



TIAS 10809

LIBERIA

Agricultural Commodities

Agreements amending the agreement of January 8, 1981;

Effectuated by exchange of notes signed at Monrovia

June 12 and July 3, 1981;

Entered into force July 3, 1981.

And exchange of notes signed at Monrovia August 25

and 28, 1981;

Entered into force August 28, 1981.

*The American Chargé d'Affaires to the Liberian Minister of Foreign
Affairs*

No. 192

June 12, 1981

Excellency:

I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two Governments on January 8, 1981,^[1] and to propose that Part II, Particular Provisions be amended as follows: Under Item I Commodity Table: on line titled "Rice," and under appropriate column headings change "10,500" to 19,500," and "5.0" to "10.0." Item V. Self-Help Measures: and Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used: be amended as follows:

V. Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Liberia agrees to: 1) support the Lofa County Rural Development Program; 2) strengthen agricultural research; 3) support the livestock project; 4) support the agricultural extension project; 5) strengthen the Agricultural Training Institute.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used:

¹TIAS 10618; 34 UST 4569.

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country. The following self-help measures set forth in Item V above: 1) Lofa County rural development; 2) agricultural research; 3) livestock production; 4) agricultural extension project; 5) Agricultural Training Institute.

B. The projects/programs identified under VI(A) above will directly improve small farm production, income and nutritional levels, and standard of living. 1. The GOL will support the Lofa rural development activities by providing appropriate services and inputs on a timely basis. Such services and inputs include, but are not limited to, host country counterparts, salaries for project employees, fuel, and spare parts. The development activities will directly benefit the rural poor by: 1) providing the small farm operators easier and more direct access to the research, extension, seed multiplication and distribution, and credit services; and 2) constructing rural access roads to improve the flow of inputs and products to and from target areas. 2. Agricultural research will be undertaken to adapt improved food crop varieties to local conditions and to develop better soil and crop management techniques

that can be used and adopted by small farmers. These activities will be coordinated with the decentralization of the agricultural sector so that the small farm operators will benefit from the research program.

3. Decentralization of the agricultural sector (agricultural extension) will be undertaken so that small farm operators will have easier access to the services provided by the Government. These services should include; extension, dissemination of improved production techniques developed by the agricultural research activities, credit, improved seeds produced by the seed multiplication activities, fertilizer and other production inputs, and marketing of agricultural production. The GOL will provide host country counterparts, salaries, fuel and spare parts to ensure that this program will be executed effectively.

4. Agricultural training will be undertaken to: 1) improve the ability of the mid-level Government officials to carry out their assignments; and 2) to increase the number of trained officials assigned to rural development projects. The training should include subject matter in the following areas; agricultural technology, vocational education, and management.

5. The livestock project will be oriented toward improving the income and nutrition of the small farm families. This project will be primarily oriented toward improving and expanding production from indigenous sheep and goats.

C. The importing country agrees to report on the progress of implementation of the projects/programs identified in item VI(A) above, and how these activities have benefitted the needy directly. Such report shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the Agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale have been used for the project/program specified in Item VI above.

D. The \$5.0 million dollars generated from the sale of rice provided under this amendment will go to a special account and will be utilized to support the self-help measures delineated in the Agreement of January 8, 1981, and this amendment to it. All other terms and conditions of the January 8, 1981, Agreement remain the same.

If the foregoing is acceptable to your Government, I propose this note and your reply thereto constitute agreement between our two Governments effective as of the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Julius W. Walker, Jr.
Charge d'Affaires ad interim

His Excellency
Gabriel Baccus Matthews,
Minister of Foreign Affairs,
Republic of Liberia.

The Liberian Foreign Minister to the American Chargé d'AffairesMINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

9269/2-19

July 3, 1981

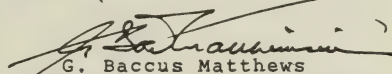
Mr. Charge d'Affaires:

I have the honour to acknowledge your letter of June 12, 1981 proposing Amendment to Part II, Particular Provisions, of the Agricultural Commodity Agreement, signed by representatives of our two Governments on January 8, 1981.

In this connection, I wish to advise of the acceptance by the Government of Liberia of the terms of the Amendment to the Agreement mentioned supra.

Your Note containing the Amendment, and this reply therefore, constitute agreement between our two Governments effective the date of this reply.

Please accept, Mr. Charge d'Affaires, the renewed assurances of my highest consideration.


G. Baccus Matthews
MINISTER OF FOREIGN AFFAIRS

Mr. Edward J. Perkins
Charge d'Affaires
Embassy of the United States of America
Monrovia, Liberia

TIAS 10810

*The American Ambassador to the Liberian Acting Minister of Foreign
Affairs*

No. 264

August 25, 1981

Excellency:

I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two Governments on January 8, 1981, as amended by note of July 3, 1981, and to propose that Part II, Particular Provisions be further amended as follows: Under Item I, Commodity Table: on line titled "Rice," and under appropriate column headings change "19,500" to "30,500," and "10.0" to "15.0." Item V. Self-Help Measures: and Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used: be amended as follows: V. Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Liberia agrees to:

- 1) support the Liberian Rubber Development Project;
- 2) support the Buto Oil Palm Project; 3) support

the Liberian Coffee and Cocoa Project; 4) strengthen the Seed Multiplication Project; 5) support the Bong County Rural Development Project.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used:

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country. The following self-help measures set forth in Item V above: 1) Liberian Rubber Development; 2) Buto Oil Palm; 3) Liberian Coffee and Cocoa Project; 4) Seed Multiplication; 5) Bong County Rural Development Project.

B. The projects/programs identified under VI(A) above will directly improve small farm production, income and nutritional levels, and standard of living.

1. Liberian Rubber Development Project activities aim to improve small-holder rubber production through provision of technical know-how by developing an efficient rubber extension service; providing funds for rehabilitating rubber trees of tapping age; replacing rubber plantings with high-yielding varieties; assisting small-holders in marketing and processing of their rubber; and, developing an appropriate rubber

pricing policy. Specific physical targets of the project are: 1) planting of 25,800 acres of high-yielding trees; 2) rehabilitation of 40,240 acres of matured rubber trees; 3) training of local staff and small farmers in modern rubber production and processing techniques.

2. The Buto Oil Palm development activity is located in Grand Gedeh County. It is designated to benefit small-holders by planting and maintaining 8,750 acres of oil palm, erection of an oil palm mill and assisting in the establishment of 171 kilometers of feeder roads.

3. The coffee and cocoa development project activities are extensive and aim for the intensive development of small-holder coffee and cocoa production in five zones of Liberia. It is an ongoing project started in 1977. The primary objectives of these activities are: 1) to engage farmers in the most scientific/economic production and management of coffee and cocoa plantations collectively and individually through the assistance of trained technicians; 2) to supply farmers with high-yielding, disease resistant coffee and cocoa varieties; 3) to provide material assistance to farmers as regards production inputs; 4) to produce/set up project facilitating infrastructure facilities; 5) to conduct project related research and demonstrations for the purpose of upgrading extension technicians and production methods used by farmers. Specific project

targets are: 1) to establish in each of the five zones total capacity of 2,748,720 coffee and cocoa seedlings; 2) to provide assistance to farmers to develop 10 acres of coffee and/or cocoa either in individual holdings or in blocks, and with a total goal of approximately 5,000 acres of coffee and 10,000 acres of cocoa; 3) to construct access and secondary roads within these areas.

4. The objectives of the seed multiplication project are to provide breeder and certified seeds for distribution to small farmers and eventually bring about self-sufficiency in food production. Presently, Suakoko, Bong County and Kpein, Nimba County have been selected for rice breeding. These areas will be supervised by a seed multiplication specialist to be provided to the Ministry of Agriculture and funded by the International Fund for Agricultural Development. Also, promising small farmers will be selected and given an assistance package (initial seeds, fertilizer, credit, etc.), to breed disease and insect resistant, high-yielding seed for distribution in their immediate areas.

5. The GOL will support the Bong County Rural Development activity by providing appropriate services and inputs on a timely basis. Such services and inputs include, but are not limited to, host country counterparts, salaries for project employees, fuel and spare parts. The Development activities will directly

benefit the rural poor by: 1) providing the small farm operators easier and more direct access to the research, extension, seed multiplication and distribution, and credit services; 2) constructing rural access roads to improve the flow of inputs and products to and from target areas.

C. The importing country agrees to report on the progress of implementation of the projects/ programs identified in item VI(A) above, and how these activities have benefited the needy directly. Such report shall be made by the **importing country** within **six months thereafter until all the commodities** provided hereunder, or the proceeds from their sale have been used for the project/program specified in Item VI **above**.

D. The \$5.0 million dollars generated from the sale of rice provided under this amendment will go to a special account and will be utilized to support the self-help measures delineated in the Agreement of January 8, 1981, and this amendment to it. All other terms and conditions of the January 8, 1981, Agreement remain the same.

If the foregoing is acceptable to your Government, I propose this note and your reply thereto constitute agreement between our two Governments effective as of the date of your note in reply.

Accept, Excellency, the renewed assurances of
my highest consideration.

/s/ Wm. Swing^[1]

Major Gabriel Baccus Matthews,
Minister of Foreign Affairs,
Republic of Liberia

1 William L. Swing.

*The Liberian Acting Minister of Foreign Affairs to the American
Ambassador*



MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

12749/2-17

August 28, 1981

Excellency:

I have the honor to acknowledge receipt of your letter
No. 264 of 25 August, 1981, which reads:

[For text of U.S. note, see pp. 7-12.]

I wish to advise that the above-outlined Second Amendment
to the PL 480 Title I Agreement of January 8, 1981, is acceptable
to the Government of the Republic of Liberia.

The Liberian Government also accepts the proposal that your
note and this reply shall constitute an agreement between our two
Governments, effective on the date of this letter.

Please accept, Mr. Ambassador, the assurances of my highest
consideration.

Christopher Minikon
ACTING MINISTER OF FOREIGN AFFAIRS

His Excellency William L. Swing
Ambassador Extraordinary & Plenipotentiary
Embassy of the United States of America
Monrovia, LIBERIA

SENEGAL

Space Cooperation: Shuttle Emergency Landing

Agreement effected by exchange of notes

Dated at Dakar December 15, 1982 and January 31, 1983;

Entered into force January 31, 1983.

*The American Embassy to the Senegalese Ministry of Foreign
Affairs*

No. 262

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Senegal and has the honor to present the texts, in French and English,^[1] of the Agreement discussed at the negotiating sessions of December 13 and 14, 1982 concerning the use of Dakar-Yoff International Airport as an emergency landing site for the NASA space shuttle. The Embassy has the honor to suggest that if the Government of the Republic of Senegal accepts the texts of the Agreement as set forth herein, the present Note and the Ministry's confirmatory reply shall together constitute and evidence an Agreement between the two Governments on the matter, which shall enter into force on the date of the Ministry's reply.

- Article 1

Implementation of the activities provided for under this Agreement shall be conducted by cooperating agencies of each Government. On the part of the Government of the United States of America, the cooperating agency shall be the National Aeronautics and Space Administration (NASA). On the part of the Government of the Republic of Senegal, the cooperating agency shall be the agency responsible for Civil Aviation.

- Article 2

In the event an emergency landing may be necessary, United States personnel (both Government of the United States of America and its contractors) shall be dispatched to the landing site to prepare the space shuttle and its payload for return to the United States.

¹ The French text of U.S. note No. 262 is not printed herein. For the text of the agreement in the French language, see Senegalese note No. 176 infra.

- Article 3

The Government of the United States of America shall notify, three months in advance, the Government of the Republic of Senegal of the launching of the space shuttle and the flight program. The Government of the United States of America shall inform the Government of the Republic of Senegal, through such channels as may be agreed between the cooperating agencies, as promptly as possible in the event an emergency landing is required. Such notification shall be made simultaneously by NASA to the agency responsible for Civil Aviation and to the Representative of ASECNA in Senegal, in order to ensure rapid air space reservation and to take the necessary measures for this contingency. Due to the space shuttle's restricted maneuverability, the needed priority in clearing of air space shall be provided by the Senegalese authorities.

- Article 4

The Government of the United States of America shall, prior to each launch of the space shuttle for which Dakar-Yoff International Airport is contemplated as an emergency landing site, deploy advance support personnel to the Airport. Such personnel, not to exceed 30 in number, will provide interim support for recovery of the space shuttle in the event of an emergency landing. Such support will include, but not necessarily be limited to, towing the space shuttle to a site mutually agreed to by the cooperating agencies, performing initial safekeeping of the vehicle and its payload, and preparation for removal of the vehicle and its payload.

- Article 5

Following an emergency landing, the Government of the United States of America is authorized to send to Senegal such personnel and equipment as are required for preparation of the space shuttle and its payload in order to allow it and the crew to return to the United States of America. The necessary equipment shall be transported by aircraft of the Government of the United States of America or aircraft it has chartered. Flights shall be arranged in accordance with procedures for movement of aircraft of the United States into Senegal in effect at the time of landing.

- Article 6

Personnel whose entry into Senegal is authorized in the preceding Article shall be employees of the Government of the United States of America or of its contractors. All such persons shall be citizens of the United States or citizens of Senegal. No citizen of a third country shall be included, unless it has been determined by the American authorities, in consultation with the Senegalese authorities, that such a citizen is necessary to ensure the safe return of the space shuttle, its payload, or crew. Such personnel shall be authorized to enter Senegal upon presentation of a visa. In an emergency, the visa shall be issued at Dakar-Yoff International Airport. Such personnel shall not be armed, but shall, however, be under the protection of the Senegalese security forces.

- Article 7

Authorities of the Republic of Senegal, with the assistance of United States personnel on-site, shall take appropriate measures to assure the safety of the space shuttle and its payload while they are at Dakar-Yoff International Airport.

- Article 8

Authorities of the Republic of Senegal, in conjunction with United States Government personnel, shall inform local civil authorities as appropriate.

- Article 9

The Government of the United States of America shall assume responsibility for compensation for all damage and loss caused, as a consequence of this project, to property and natural and juristic persons in Senegalese territory, regardless of whether the person responsible is an employee of the Government of the United States of America or of its contractors, or an employee authorized by the Government of the Republic of Senegal.

"Damage" means the loss of human life, bodily injury, or other impairment of health, or the loss of property of the government, or natural or juristic persons, or of international or intergovernmental organizations, or damage caused to such property.

Consequently, the Government of Senegal shall not be held responsible unless the damage or loss to property or to persons associated with the space shuttle program in Senegalese territory results, wholly or partially, from gross negligence, or an act, or an omission committed with malicious intent by Senegalese people.

In any situation that could result in damage, the Government of the United States of America shall furnish appropriate assistance to the Government of the Republic of Senegal as soon as possible.

- Article 10

The communications services of the Government of the Republic of Senegal and its instrumentalities shall be used, to the extent possible, for the purpose of the activities of this Agreement. The operation of radio transmitting and receiving equipment pursuant to this Agreement shall comply with Senegalese regulations in force.

- Article 11

The Government of the Republic of Senegal shall, in accordance with its laws, regulations, and procedures, facilitate the admission into Senegal of materials, equipment, supplies, goods or property furnished by the Government of the United States of America for the purpose of this Agreement.

No duties, taxes, or like charges shall be levied on such property imported for use in the activities provided for in this Agreement.

The list of such materials, equipment, goods, or property shall be transmitted in advance to the Government of the Republic of Senegal.

- Article 12

The Government of the United States of America shall retain title to equipment, supplies, and other movable property provided by it or acquired in Senegal by it or on its behalf at its own expense, for the purpose of this Agreement. The Government of the United States of America may remove such property from Senegal at its own expense and free from export duties or similar charges, upon termination of the activities addressed by this Agreement. This shall include the space shuttle, its payloads, and the personal effects of the members of the crew.

- Article 13

The Government of the Republic of Senegal shall, subject to its immigration laws and regulations, take the necessary steps to facilitate the admission into and exit from Senegal of such personnel, including contractor personnel, as may be assigned by the United States cooperating agency to visit or participate in the activities provided for in this Agreement.

- Article 14

The personnel sent to Senegal by the Government of the United States of America in connection with the activities under this Agreement, and members of the space shuttle crew, shall be free of any local salary or other taxes.

- Article 15

Apart from employees of the Government of the United States of America and of its contractors and lawfully admitted third party nationals, any personnel who may be employed under this project shall be Senegalese.

To this end, the Government of the Republic of Senegal shall facilitate the obtaining of work authorization for such Senegalese personnel.

Senegalese employment and labor laws shall apply to any conflicts that could arise between the Senegalese personnel and the American project directors.

If necessary, the Government of the United States of America may, with the permission of the Senegalese authorities, call upon the services of firms operating in Senegal.

- Article 16

The Government of the United States of America, through its cooperating agency, shall reimburse the Government of the Republic of Senegal for costs and services rendered directly related to fulfillment of the terms of this Agreement.

- Article 17

It is understood that the execution of this Agreement is subject to the funding procedures of the Government of the United States of America.

- Article 18

Each cooperating agency may, upon previous agreement of the other, make public information concerning this Agreement which requires the participation of the other agency.

- Article 19

If necessary, the cooperating agency may conclude arrangements for carrying out the activities of this Agreement. These arrangements may substantially modify this Agreement. Any such arrangement shall enter into force upon an exchange of diplomatic notes.

- Article 20

This Agreement shall be concluded for a period of five years and may be renewed by automatic agreement for an additional five years.

It may be terminated upon six months' written notice sent by one party to the other through diplomatic channels.

- Article 21

Either party may request, in writing, consultations over any dispute arising over the interpretation and the application of this Agreement. Such consultations shall be held within sixty days of receipt of such request.

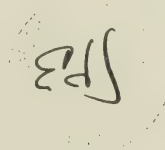
If the two parties fail to agree following diplomatic procedures, the dispute shall be submitted to a claims commission whose composition, procedures and powers shall be established in accord with the Convention on International Liability for Damage caused by Space Objects.^[1] The claims commission shall apply the rules established by this Agreement, the Convention on International Liability for Damage caused by Space Objects, and international law.

- Article 22

The originals of this Agreement, done in English and in French, shall be equally authentic ; they will be deposited with the Secretary-General of the United Nations for registration.

The Embassy of the United States of America avails itself of this occasion to renew to the Ministry of Foreign Affairs of the Republic of Senegal the assurances of its highest consideration.

Embassy of the United States of America
Dakar, December 15, 1982

A handwritten signature, possibly "JH", is written over a faint circular stamp or seal.

¹ TIAS 7762; 24 UST 2389.

*The Senegalese Ministry of Foreign Affairs to the American
Embassy*

MT/Ms
REPUBLIQUE DU SENEGAL

MINISTERE
DES AFFAIRES ETRANGERES

NO 176

/M.A.E./DAJC/CAI'

Dakar, le 31 JAN. 1983

Le Ministère des Affaires étrangères de la République du Sénégal présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Dakar et, se référant à Sa note verbale n° 262 du 15 décembre 1982, a l'honneur de porter à Sa connaissance ce qui suit :

Le Gouvernement de la République du Sénégal accepte les textes en Français et en Anglais de l'Accord concernant l'utilisation de l'aéroport International de Dakar-Yoff, en cas d'atterrissage forcé de la navette spatiale américaine.

Les termes de cet Accord sont les suivants :

Article premier

La mise en oeuvre des activités prévues aux termes du présent accord sera dirigée par les agences de coopération de chaque gouvernement. En ce qui concerne le Gouvernement des Etats-Unis d'Amérique, l'agence de coopération sera la "National Aeronautics and Space Administration" (NASA). En ce qui concerne le Gouvernement de la République du Sénégal, l'agence de coopération sera la Direction chargée de l'Aviation Civile.

Article 2.-

Pour le cas où un atterrissage forcé serait nécessaire, le personnel des Etats-Unis d'Amérique (personnel du Gouvernement des Etats-Unis d'Amérique et de ses sous-traitants) sera envoyé au site de l'atterrissage afin de procéder à la préparation de la navette spatiale et de sa charge utile en vue de leur retour aux Etats-Unis d'Amérique.

Article 3.-

Le Gouvernement des Etats-Unis d'Amérique notifiera, trois mois à l'avance, au Gouvernement de la République du Sénégal, le lancement de la navette spatiale ainsi que le programme des vols. Le Gouvernement des Etats-Unis d'Amérique informera le Gouvernement du Sénégal, par les voies dont il aura été convenu entre les agences de coopération, aussi rapidement que possible au cas où un atterrissage forcé serait nécessaire. Ladite notification sera faite simultanément par la NASA à la Direction chargée de l'Aviation Civile et à la Représentation de l'ASECNA au Sénégal, afin de permettre la réservation rapide de l'espace aérien approprié et la prise des mesures nécessaires pour cette éventualité. Du fait de la maniabilité limitée de la navette spatiale, la priorité nécessaire en ce qui concerne l'autorisation d'utiliser l'espace aérien sera donnée par les autorités sénégalaises.

Article 4.-

Le Gouvernement des Etats-Unis d'Amérique devra, préalablement à chaque lancement de la navette spatiale pour lequel il est prévu d'utiliser l'Aéroport International de Dakar-Yoff en cas d'atterrissage forcé, déployer un personnel d'appui à l'Aéroport. Ledit personnel, composé de trente personnes au maximum, fournira l'appui intérimaire pour la récupération de la navette spatiale en cas d'atterrissage forcé. Ledit appui comprendra, mais sans s'y limiter : le remorquage de la navette spatiale jusqu'à un site qui aura été mutuellement convenu par les agences de coopération, les opérations initiales de sécurité du véhicule et de sa charge utile, ainsi que leur préparation en vue du déplacement du véhicule et de sa charge utile.

TIAS 10811

Article 5.-

A la suite d'un atterrissage forcé, le Gouvernement des Etats-Unis d'Amérique est autorisé à envoyer au Sénégal le personnel et l'équipement nécessaires à la préparation de la navette spatiale et de sa charge utile afin de permettre son retour et celui de l'équipage aux Etats-Unis d'Amérique. L'équipement nécessaire à cette fin sera transporté par les aéronefs du Gouvernement des Etats-Unis d'Amérique ou affrétés par lui. Les vols seront aménagés conformément aux procédures relatives au mouvement des aéronefs des Etats-Unis d'Amérique au Sénégal en vigueur au moment de l'atterrissage.

Article 6.-

Le personnel dont l'entrée au Sénégal est autorisée dans l'Article précédent sera composé d'employés du Gouvernement des Etats-Unis d'Amérique ou de ses sous-traitants. Toutes ces personnes seront des ressortissants des Etats-Unis d'Amérique ou des ressortissants sénégalais. Aucun ressortissant d'un pays-tiers n'en fera partie, à moins qu'il ne soit décidé d'un commun accord entre les autorités américaines et sénégalaises que la participation de ressortissants de pays-tiers est nécessaire pour assurer la bonne restitution de la navette spatiale ou de sa charge utile ou le retour sain et sauf de son équipage. Ledit personnel sera autorisé à entrer au Sénégal sur présentation d'un visa. En cas d'urgence, le visa sera délivré à l'Aéroport International de Dakar-Yoff. Il ne sera pas armé. Toutefois, il bénéficiera de la protection des forces sénégalaises de sécurité.

Article 7.-

Les autorités de la République du Sénégal, avec l'assistance du personnel du Gouvernement des Etats-Unis d'Amérique qui se trouve sur place, prendront les mesures appropriées pour assurer la sécurité de la navette spatiale et de sa charge utile pendant qu'elles seront à l'Aéroport International de Dakar-Yoff.

Article 8.-

Les autorités de la République du Sénégal, conjointement avec le personnel du Gouvernement des Etats-Unis d'Amérique, informeront les autorités civiles locales, le cas échéant,

Article 9. —

Le Gouvernement des Etats-Unis d'Amérique assumera la responsabilité de régler les indemnités pour tout dommage et toute perte causés, du fait de ce projet, aux biens et aux personnes physiques et morales se trouvant sur le territoire sénégalais sans considération de ce que la personne responsable est un employé du Gouvernement des Etats-Unis d'Amérique ou de ses sous-traitants ou un employé autorisé par le Gouvernement de la République du Sénégal.

Le terme "dommage" désigne la perte de vies humaines, les lésions corporelles ou autres atteintes à la santé, ou la perte de biens d'Etat ou de personnes physiques ou morales ou de biens d'organisations internationales, intergouvernementales ou les dommages causés auxdits biens.

Par conséquent, la responsabilité du Gouvernement du Sénégal ne pourra pas être engagée, à moins que les dommages ou pertes causés aux biens ou aux personnes associées au programme de la navette spatiale se trouvant sur le territoire sénégalais ne résultent, en totalité ou en partie, d'une faute lourde, d'un acte ou d'une omission commis avec l'intention de nuire de la part de Sénégalais.

Face à toute situation de nature à engendrer un dommage, le Gouvernement des Etats-Unis d'Amérique apportera au Gouvernement du Sénégal une assistance appropriée dans les meilleurs délais.

Article 10. —

Les services de communication du Gouvernement du Sénégal et de ses organes seront utilisés, dans la mesure du possible, aux fins des activités du présent accord.

Les opérations de transmission et de réception radio, dans le cadre du présent accord, devront être effectuées conformément à la réglementation sénégalaise en vigueur.

Article 11.-

Le Gouvernement du Sénégal devra, conformément à ses lois, règlements et procédures, faciliter l'entrée au Sénégal de tous matériaux, équipements, fournitures, marchandises ou biens fournis par le Gouvernement des Etats-Unis d'Amérique aux fins du présent accord.

Aucun droit, aucune taxe ou redevance similaire ne sera prélevé sur lesdits biens importés aux fins d'utilisation dans le cadre des activités stipulées au présent accord.

La liste de ces matériaux, équipements, marchandises ou biens sera, à l'avance, communiquée au Gouvernement du Sénégal.

Article 12.-

Le Gouvernement des Etats-Unis d'Amérique conservera le droit de propriété des équipements, fournitures et autres biens amovibles qu'il aura fournis ou qu'il aura acquis au Sénégal ou en son nom, à ses propres frais, aux fins de l'exécution du présent accord. Le Gouvernement des Etats-Unis d'Amérique pourra sortir lesdits biens du Sénégal, à ses propres frais et exempts de droits de douane ou de redevance similaire dès que les activités prévues au présent accord auront pris fin. Lesdits biens comprendront la navette spatiale, sa charge utile et les effets personnels des membres de l'équipage.

Article 13.-

Le Gouvernement du Sénégal prendra, conformément à ses lois et règlements relatifs à l'immigration, les mesures nécessaires pour faciliter l'entrée au Sénégal et la sortie du Sénégal dudit personnel des Etats-Unis d'Amérique, y compris le personnel des sous-traitants qui pourrait être envoyé par l'agence de coopération pour inspecter les activités prévues au présent accord ou y prendre part.

Article 14.-

Le personnel envoyé au Sénégal par le Gouvernement des Etats-Unis d'Amérique dans le cadre des activités prévues par le présent accord et les membres de l'équipage de la navette spatiale seront

exonérés de tous les impôts locaux ou d'autres formes d'imposition sur le revenu.

Article 15. —

En dehors du personnel employé du Gouvernement des Etats-Unis d'Amérique, des sous-traitants de ce gouvernement et d'autres ressortissants de pays-tiers légalement autorisés à participer, le personnel qui viendrait à être employé dans le cadre du présent projet sera sénégalais.

A cette fin, le Gouvernement du Sénégal facilitera à ce personnel sénégalais l'obtention de l'autorisation préalable d'embauche.

La législation sénégalaise en matière d'emploi et de travail sera applicable aux conflits qui viendraient à surgir entre le personnel sénégalais et les responsables américains du projet.

En cas de besoin, le Gouvernement des Etats-Unis d'Amérique pourra, sur autorisation des autorités sénégalaises, recourir aux services des sociétés établies au Sénégal.

Article 16. —

Le Gouvernement des Etats-Unis d'Amérique, par l'intermédiaire de son agence de coopération, remboursera au Gouvernement de la République du Sénégal les frais effectués et les services fournis aux termes de cet accord.

Article 17. —

Il est entendu que l'exécution du présent accord est soumise aux procédures de financement du Gouvernement des Etats-Unis d'Amérique.

Article 18. —

Chaque agence de coopération peut, avec l'accord préalable de l'autre agence, rendre publiques des informations concernant le présent accord.

Article 19.-

En cas de besoin, les agences de coopération pourront conclure des arrangements pour réaliser les activités du présent accord.

Ces arrangements pourront apporter des modifications substantielles au présent accord.

Tout arrangement entrera en vigueur après échange de Notes Diplomatiques.

Article 20.-

Le présent accord est conclu pour une durée de cinq ans renouvelable par tacite reconduction pour une nouvelle période de cinq ans.

Il pourra être dénoncé six mois après une notification écrite adressée par l'une des parties à l'autre partie par la voie diplomatique.

Article 21.-

Chacune des deux parties est autorisée à demander, par écrit, à ce que des consultations soient engagées sur tout différend relatif à l'interprétation ou à l'application de cet accord. Ces consultations se tiendront dans un délai maximum de 60 jours après réception de cette demande.

Si les deux parties n'arrivent pas à se mettre d'accord à l'issue de la procédure diplomatique, le différend sera soumis à une commission de règlement dont la composition, le fonctionnement et les pouvoirs sont définis conformément à la Convention sur la Responsabilité Internationale pour les Dommages causés par des Objets Spatiaux. La commission de règlement applique les règles posées par le présent accord, la Convention sur la Responsabilité Internationale pour les Dommages causés par des Objets Spatiaux et le droit international.

Article 22.-

Les originaux du présent accord, établis en Anglais et en Français, feront également foi ; ils seront déposés pour enregistrement auprès du Secrétariat-Général des Nations Unies.

Le Ministère a le plaisir de confirmer à l'Ambassade des Etats-Unis d'Amérique que le Gouvernement de la République du Sénégal accepte les textes indiqués ci-dessus, la présente note et celle n° 262 du 15 décembre 1962 de l'Ambassade constituant l'Accord entre le Gouvernement de la République du Sénégal et le Gouvernement des Etats-Unis d'Amérique concernant l'utilisation de l'Aéroport international de Dakar-Yoff en cas d'atterrissage forcé de la navette spatiale américaine, lequel Accord entre en vigueur le... ..31.janvier.1983....., date de la présente réponse du ministère.

Le Ministère des Affaires étrangères de la République du Sénégal saisit l'occasion qui lui est ainsi offerte, pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Dakar les assurances de sa très haute considération. —

AMBASSADE DES ETATS-UNIS
D'AMERIQUE
D A K A R



TIAS 10811

The Senegalese Ministry of Foreign Affairs to the American Embassy

MT /td
REPUBLIQUE DU SENEGAL

N° 176 M.A.E./DAJG/CA.

MINISTERE
DES AFFAIRES ETRANGERES

Dakar, le 31 JAN 1983

31 JAN. 1983

The Ministry of Foreign Affairs of the Republic of Senegal presents its compliments to the Embassy of the United States of America in Dakar and with reference to its Note n° 262 of 15 December 1982 has the honour to inform it of the following:

The Government of the Republic of Senegal accepts the French and English texts of the Agreement concerning the use of Dakar-Yoff International Airport for the emergency landing of the American space shuttle.

The terms of the Agreement are as follows :

[For the English language text of the agreement, see U.S. note No. 262 infra.]

The Ministry has the pleasure in confirming to the Embassy of the United States of America that the Government of the Republic of Senegal accepts the above mentioned texts, the note as well as the note n° 262 dated 15 december 1982 of the Embassy, which constitute the Agreement between the Government of the Republic of Senegal and the Government of the United States of America on the utilization of Dakar-Yoff International Airport for an emergency landing of the American space shuttle. The said Agreement comes into effect on, 31st January, 1983..... which is the date of the response of the Ministry.

The Ministry of Foreign Affairs of the Republic of Senegal avails itself of this opportunity to renew to the Embassy of the United States of America in Dakar the assurances of its highest consideration.

Embassy of the United States of America
D A K A R / -



SWEDEN

Extradition

*Supplementary convention signed at Stockholm March 14, 1983
Transmitted by the President of the United States of America to
the Senate May 25, 1983 (Treaty Doc. No. 98-4, 98th Cong.,
1st Sess.);*

*Reported favorably by the Senate Committee on Foreign Rela-
tions June 20, 1984 (S. Ex. Rept. No. 98-27, 98th Cong., 2d
Sess.);*

Advice and consent to ratification by the Senate June 28, 1984;

Ratified by the President July 13, 1984;

Ratified by Sweden July 2, 1984;

Ratifications exchanged at Washington September 24, 1984;

Proclaimed by the President October 31, 1984;

Entered into force September 24, 1984.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Supplementary Convention to the Extradition Convention of October 24, 1961 between the United States of America and the Kingdom of Sweden was signed at Stockholm on March 14, 1983, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of June 28, 1984, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Supplementary Convention;

The Supplementary Convention was ratified by the President of the United States of America on July 13, 1984, in pursuance of the advice and consent of the Senate, and was ratified on the part of the Kingdom of Sweden;

It is provided in Article XIII of the Supplementary Convention that the Supplementary Convention shall enter into force in accordance with the terms of Article XVI of the Convention on Extradition between the United States of America and Sweden signed at Washington on October 24, 1961;

Article XVI of the Convention of October 24, 1961 provides for entry into force upon the exchange of instruments of ratification;

The instruments of ratification of the Supplementary Convention were exchanged at Washington on September 24, 1984, and accordingly the Supplementary Convention entered into force on September 24, 1984;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Supplementary Convention to the end that it be observed and fulfilled with good faith on and after September 24, 1984, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington

[SEAL]

this thirty-first day of
October in the year of
our Lord one thousand
nine hundred eighty-four
and of the Independence
of the United States of
America the two hundred
ninth.

Ronald Reagan

By the President:

George P. Shultz

Secretary of State

SUPPLEMENTARY CONVENTION ON EXTRADITION
BETWEEN THE UNITED STATES OF AMERICA
AND THE KINGDOM OF SWEDEN

The Government of the United States of America and the Government of the Kingdom of Sweden, desiring to make more effective the Extradition Convention signed at Washington October 24, 1961,^[1] have agreed upon the following amendments and additions to the convention:

¹ TIAS 5496; 14 UST 1845.

Article I

Each Contracting State undertakes to surrender to the other, subject to the provisions and conditions laid down in this Convention, those persons found in its territory who are sought for the purpose of prosecution, who have been found guilty of committing an offense, or who are wanted for the enforcement of a sentence, in respect of any offense made extraditable under Article II of this Convention committed within the territorial jurisdiction of the other, or outside thereof under the conditions specified in Article IV of this Convention.

Article II

(1) An offense shall be an extraditable offense only if it is punishable under the laws of both Contracting States by deprivation of liberty for a period of at least two years. However, when the request for extradition relates to a person who has been convicted and sentenced, extradition shall be granted only if the duration of the penalty, or the aggregate of the penalties still to be served amounts to at least six months.

2) For the purpose of this Article, it shall not matter;

(a) whether or not the laws of the Contracting States place the offense within the same category of offenses or denominate the offense by the same terminology; or

(b) whether or not the offense is one for which United States federal law requires proof of interstate transportation, or use of the mails or of other facilities affecting interstate or foreign commerce, such matters being merely for the purpose of establishing jurisdiction in a United States federal court.

(3) Subject to the conditions set out in paragraphs (1) and (2) of this Article, extradition shall also be granted for conspiring in, attempting, preparing for, or participating in, the commission of an offense.

(4) When extradition has been granted with respect to an extraditable offense, it shall also be granted with respect to any other offense specified in the extradition request that meets all other requirements for extradition except for periods of deprivation of liberty set forth in paragraph (1) of this Article.

Article III

Deleted.

Article IV

(1) Subject to the provisions of paragraph (2) of this Article, extradition shall be granted in respect of an extraditable offense committed outside the territorial jurisdiction of the requesting State if:

(a) the courts of the requested State would be competent to exercise jurisdiction in similar circumstances; or

(b) the person sought is a national of the requesting State.

(2) Extradition may be refused for an offense which has been committed within the territorial jurisdiction of the requested State, when that State takes all possible measures in accordance with its own laws to prosecute the person claimed.

(3) The words "territorial jurisdiction" as used in this Article and in Article I of this Convention mean: territory, including territorial waters, and the airspace thereover, belonging to or under the control of one of the Contracting States; and vessels and aircraft belonging to one of the Contracting States or to a citizen or corporation thereof when such vessel is on the high seas or such aircraft is over the high seas.

Article VI

If the extradition request is granted in the case of a person who is being prosecuted or is serving a sentence in the territory of the requested State for a different offense, the requested State may:

(a) defer the surrender of the person sought until the conclusion of the proceedings against that person, or the full execution of any punishment that may be or may have been imposed; or

(b) temporarily surrender the person sought to the requesting State for the purpose of prosecution. The person so surrendered shall be kept in custody while in the requesting State and shall be returned to the requested State after the conclusion of the proceedings against that person in accordance with conditions to be determined by mutual agreement of the Contracting States.

Article VII

(1) There is no obligation upon the requested State to grant the extradition of a person who is a national of the requested State, but the executive authority of the requested State shall, subject to the appropriate laws of that State, have the power to surrender a national of that State if, in its discretion, it be deemed proper to do so.

(2) If the request for extradition is denied solely on the basis that the person claimed is a national of the requested State, that State shall, if asked to do so by the requesting State, take all possible measures in accordance with its own laws to prosecute the person claimed. If the requested State requires additional documents or evidence, such documents or evidence shall be submitted without charge to that State. The requesting State shall be informed of the result of its request.

Article XI

(1) The request for extradition shall be made through the diplomatic channel.

(2) The request for extradition shall be accompanied by:

(a) a statement as to the identity and probable location of the person sought;

(b) a statement of the facts of the case, including, if possible, the time and location of the crime;

(c) the provisions of the law describing the essential elements and the designation of the offense for which extradition is requested;

(d) the provisions of the law describing the punishment for the offense; and

(e) the provisions of the law describing any time limit on the prosecution or the execution of punishment for the offense.

(3) A request for extradition relating to a person who is sought for prosecution also shall be accompanied by:

(a) evidence providing probable cause to believe that the person sought is the person to whom the warrant or decision of arrest refers;

(b) a certified copy of the warrant of arrest, issued by a judge or other competent judicial officer with respect to a request emanating from the United States, or a certified copy of the decision of arrest (häktningsbeslut) issued by a judge or other competent judicial officer with respect to a request emanating from Sweden, and such supplementary documentation as provides probable cause to believe that the person sought committed the offense for which extradition is requested. Such a warrant or decision of arrest and supplementary documentation shall be recognized as sufficient grounds for extradition, unless, in a specific case, it appears that the warrant or decision of arrest is manifestly ill-founded.

(4) In the case of a person who has been convicted of the offense, a request for extradition shall be accompanied by a duly certified or authenticated copy of the final sentence of the competent court. If the person was found guilty but not sentenced, the request shall be accompanied by a statement to that effect by the competent court. However, in exceptional cases, the requested State may request additional documentation.

(5) Documents transmitted through the diplomatic channel shall be admissible in extradition proceedings in the requested State without further certification, authentication or other legalization.

(6) The documents in support of the request for extradition shall be accompanied by a duly certified translation thereof into the language of the requested State.

Article XII

(1) In case of urgency, either Contracting State may request the provisional arrest of any accused or convicted person. Application for provisional arrest shall be made through the diplomatic channel or directly between the United States Department of Justice and the Ministry for Foreign Affairs in Sweden, in which case the facilities of Interpol may be used.

(2) The application shall contain: a description of the person sought; the location of that person, if known; a brief statement of the facts of the case including, if possible, the time and location of the offense; a statement of the existence of a warrant or decision of arrest or a judgment of conviction against that person, as referred to in Article XI; and a statement that a request for extradition of the person sought will follow.

(3) On receipt of such an application, the requested State shall take the appropriate steps to secure the arrest of the person sought. The requesting State shall be promptly notified of the result of its application.

(4) Provisional arrest shall be terminated if, within a period of 40 days after the apprehension of the person sought, the Executive Authority of the requested State has not received the formal request for extradition and the supporting documents required by Article XI.

(5) The termination of provisional arrest pursuant to paragraph (4) of this Article shall not prejudice the extradition of the person sought if the extradition request and the supporting documents mentioned in Article XI are delivered at a later date.

Article XIII

(1) The requested State shall provide review of documentation in support of an extradition request for its legal sufficiency prior to presentation to the judicial authorities and shall provide for representation of the interests of the requesting State before the competent authorities of the requested State.

(2) Expenses related to the translation of documents and to the transportation of the person sought shall be paid by the requesting State. No pecuniary claim, arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Convention or arising out of the representation of the interests of the requesting State before the competent authorities of the requested State, shall be made by the requested State against the requesting State.

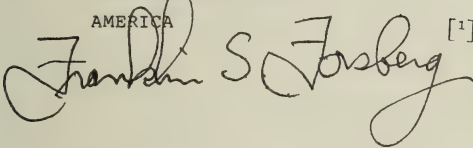
This supplementary Convention shall apply to offenses encompassed by Article II committed before as well as after its entry into force.

Article XVI of the Convention of October 24, 1961, shall also apply to the entry into force and the termination of this supplementary Convention.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this supplementary Convention and have affixed hereunto their seals.

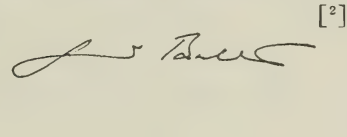
DONE at Stockholm in duplicate, in the English and Swedish languages, both versions being equally authentic, this March 14 1983.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

 [1]

[SEAL]

FOR THE GOVERNMENT OF
THE KINGDOM OF SWEDEN

 [2]

[SEAL]

¹Franklin S. Forsberg.

²Lennart Bodstrom.

TILLÄGGSKONVENTION OM UTLÄMNING
MELLAN AMERIKAS FÖRENTA STATER
OCH KONUNGARIKET SVERIGE

Amerikas Förenta Staters regering och Konungariket Sveriges regering, som önskar göra den i Washington den 24 oktober 1961 undertecknade utlämningskonventionen mera effektiv, har överenskommit om följande ändringar i och tillägg till konventionen:

Artikel I

Vardera avtalsslutande staten åtar sig att i enlighet med de bestämmelser och villkor som fastställts i denna konvention till den andra staten utlämna på dess territorium påträffade personer, som är eftersökta för lagföring, som har befunnits skyldiga till ett brott eller som är eftersökta för verkställandet av en dom beträffande ett enligt artikel II i denna konvention utlämningsbart brott, vilket har begåtts inom den andra statens territoriella jurisdiktionsområde eller utanför detta under de i artikel IV i denna konvention angivna villkoren.

Artikel II

1. Ett brott skall vara ett utlämningsbart brott endast om det enligt båda de avtalsslutande staternas lagar är belagt med frihetsstraff under en tid av minst två år. När framställningen om utlämning avser en person som har befunnits skyldig till och dömts för brott, skall emellertid utlämning beviljas endast om strafftidens längd eller den sammanlagda strafftid som återstår att avtjäna uppgår till minst sex månader.

2. Vid tillämpningen av denna artikel skall det vara utan betydelse,

a) om de avtalsslutande staternas lagar hänför brottet till samma brottskategori eller betecknar brottet med samma terminologi; eller

b) om det för brottet enligt Amerikas Förenta Staters federala lagstiftning krävs bevis för mellanstatlig transport eller användning av postväsendet eller andra hjälpmedel som berör mellanstatlig eller utrikes handel, eftersom sådana omständigheter endast är av betydelse för att ge behörighet åt en federal domstol i Amerikas Förenta Stater.

3. Med beaktande av de i punkterna 1 och 2 i denna artikel angivna villkoren skall utlämning också beviljas för stämpling, försök, förberedelse eller medverkan till brott.

4. När utlämning har beviljats beträffande ett utlämningsbart brott, skall den också beviljas beträffande varje annat brott som har upptagits i utlämningsframställningen och som uppfyller alla andra villkor för utlämning utom den i punkt 1 i denna artikel angivna tiden för frihetsberövande.

Artikel III

Upphävd.

Artikel IV

1. Med förbehåll för bestämmelserna i punkt 2 i denna artikel skall utlämning beviljas för ett utlämningsbart brott som har begåtts utanför den ansökande statens territoriella jurisdiktionsområde, om

a) den anmodade statens domstolar skulle ha varit behöriga att utöva jurisdiktion under liknande omständigheter; eller

b) den eftersökte är medborgare i den ansökande staten.

2. Utlämning får vägras för ett brott som har begåtts inom den anmodade statens territoriella jurisdiktionsområde, när denna stat vidtar alla de åtgärder som är möjliga enligt dess egen lag för att lagföra den person som har begärts utlämnad.

3. Med uttrycket "territoriellt jurisdiktionsområde" i denna artikel och i artikel I i denna konvention förstås territorium, inbegripet sjöterritorium och luftrummet däröver, som tillhör endera avtalsslutande staten eller står under dess kontroll, liksom fartyg och luftfartyg, tillhörande endera avtalsslutande staten eller dess medborgare eller juridiska personer, när sådant fartyg befinner sig på öppna havet eller sådant luftfartyg befinner sig över öppna havet.

Artikel VI

Om en utlämningsframställning beviljas beträffande en person mot vilken åtal har väckts eller som på den anmodade statens territorium avtjänar straff för ett annat brott, får den anmodade staten

a) uppskjuta överlämnandet av den eftersökte till dess förfarandet mot denna person har slutförts eller till dess det straff som kan ha utdömts eller kan komma att utdömas har slutgiltigt avtjänats; eller

b) tillfälligt överlämna den eftersökte till den ansökande staten för lagföring. Den sålunda överlämnade personen skall hållas i förvar under uppehållet i den ansökande staten och skall, sedan förfarandet mot denna person slutförts, återlämnas till den anmodade staten på villkor, varom de avtalsslutande staterna kommer överens.

Artikel VII

1. Den anmodade staten är icke förpliktigad att bevilja utlämning av en person, som är medborgare i den anmodade staten, men den verkställande myndigheten i den anmodade staten skall i enlighet med lagen i denna stat ha rätt att överlämna en egen medborgare, om detta enligt dess bedömande anses böra ske.

2. Om utlämningsframställningen avslås enbart på grund av att den person som har begärts utlämnad är medborgare i den anmodade staten, skall denna stat, om den uppmanas härtill av den ansökande staten, vidtaga alla åtgärder som är möjliga enligt dess egen lag för att lagföra den person som har begärts utlämnad. Om den anmodade staten behöver ytterligare handlingar eller bevis, skall sådana handlingar eller bevis utan kostnad överlämnas till denna stat. Den ansökande staten skall underrättas om resultatet av sin framställning.

Artikel XI

1. En framställning om utlämning skall göras på diplomatisk väg.

2. Framställningen om utlämning skall åtföljas av

a) uppgift om den eftersöktes identitet och troliga uppehållsort;

b) uppgift om de faktiska förhållandena i ärendet innefattande, om möjligt, tidpunkt och plats för brottet;

c) de lagrum som anger de väsentliga rekvisiten för det brott för vilket utlämning begärs och brottets benämning;

d) de lagrum som anger straffet för brottet; och

e) de lagrum som anger eventuell åtals- eller påföljdspreskription för brottet.

3. En framställning om utlämning av en person som är eftersökt för lagföring skall också åtföljas av

a) bevisning som visar att det finns sannolika skäl att antaga att den eftersökte är den person som åsyftas med häktningsbeslutet;

b) en bestyrkt kopia av ett häktningsbeslut (warrant of arrest) utfärdat av en domare eller annan behörig domstolstjänsteman såvitt gäller en framställning från Amerikas Förenta Stater, eller en bestyrkt kopia av ett häktningsbeslut utfärdat av en domare eller annan behörig domstolstjänsteman såvitt gäller en framställning från Sverige, samt sådan ytterligare utredning som ger vid handen att det finns sannolika skäl att antaga att den eftersökte har begått det brott för vilket utlämning begärs. Ett sådant häktningsbeslut och sådan ytterligare utredning skall godtagas som tillräcklig grund för utlämning, om det inte i ett särskilt fall framgår att häktningsbeslutet är uppenbart oriktigt.

4. Beträffande en person som har befunnits skyldig till brottet skall en framställning om utlämning åtföljas av en vederbörligen bestyrkt eller vidimerad kopia av den behöriga domstolens slutliga dom.

Beträffande den som har befunnits skyldig men icke har dömts till straff skall framställningen åtföljas av ett intyg härom från den behöriga domstolen. I undantagsfall får dock den anmodade staten begära ytterligare handlingar.

5. Handlingar som har överlämnats på diplomatisk väg skall godtagas i utlämningsförfarandet i den anmodade staten utan ytterligare bestyrkande, vidimering eller annan legalisering.

6. De handlingar som ligger till grund för utlämningsframställningen skall åtföljas av en vederbörligen bestyrkt översättning till den anmodade statens språk.

Artikel XII

1. I brådskande fall får endera avtalsslutande staten begära att en misstänkt eller dömd person provisoriskt anhålles. En begäran om provisoriskt anhållande skall göras på diplomatisk väg eller direkt mellan Amerikas Förenta Staters justitiedepartement och Sveriges utrikesdepartement, varvid vägen över Interpol får användas.

2. Begäran skall innehålla en beskrivning av den eftersökte, hans uppehållsort om denna är känd, en kort redogörelse för de faktiska omständigheterna i ärendet innefattande, om möjligt, tidpunkt och plats för brottet, uppgift om att häktningsbeslut eller dom meddelats mot nämnda person i enlighet med artikel XI samt uppgift om att en framställning om utlämning av den eftersökte kommer att avges.

3. Sedan sådan begäran mottagits, skall den anmodade staten vidtaga lämpliga åtgärder för att säkerställa den eftersöktes anhållande. Den ansökande staten skall omedelbart underrättas om resultatet av sin begäran.

4. Det provisoriska anhållandet skall upphöra, om den verkställande myndigheten i den anmodade staten icke inom en tidsrymd av 40 dagar efter gripandet av den eftersökte har mottagit den föreskrivna framställningen om utlämning och de handlingar som enligt artikel XI erfordras till stöd härför.

5. Att det provisoriska anhållandet upphört enligt punkt 4 i denna artikel skall icke förhindra utlämning av den eftersökte, om framställningen om utlämning och de handlingar till stöd härför som avses i artikel XI avlämnas vid en senare tidpunkt.

Artikel XIII

1. Den anmodade staten skall granska de till stöd för utlämningsframställningen åberopade handlingarna med avseende på deras juridiska hållbarhet, innan de överlämnas till de dömande myndigheterna, och skall sörja för att den ansökande statens intressen företräds inför de behöriga myndigheterna i den anmodade staten.

2. Kostnader som har samband med översättningen av handlingar och den eftersöktes transport skall betalas av den ansökande staten. Den anmodade staten skall icke fordra ersättning av den ansökande staten för kostnader som uppkommit till följd av eftersökta personers anhållande eller häktning, förhör med dem eller deras överlämnande i enlighet med bestämmelserna i denna konvention eller till följd av att den ansökande statens intressen företräts inför de behöriga myndigheterna i den anmodade staten.

Denna tilläggskonvention skall tillämpas på brott som omfattas av artikel II, vare sig de begåtts före eller efter dess ikraftträdande.

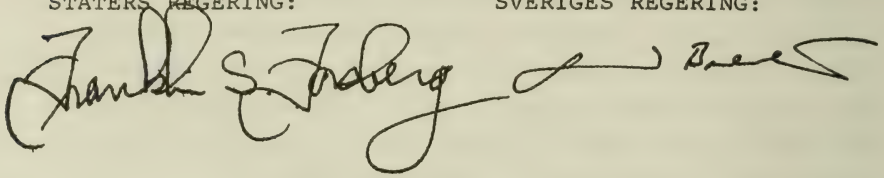
Artikel XVI i konventionen den 24 oktober 1961 skall också gälla denna tilläggskonventions ikraftträdande och uppsägning.

TILL BEKRÄFTELSE HÄRAV, har de befullmäktigade ombuden undertecknat denna tilläggskonvention och här nedan anbringat sina sigill.

Som skedde i två exemplar, på engelska och svenska språken, vilka äger lika vitsord, i Stockholm den 14 mars 1983.

FÖR AMERIKAS FÖRENTA
STATERS REGERING:

FÖR KONUNGARIKET
SVERIGES REGERING:

The block contains two handwritten signatures. The signature on the left is 'Frank S.enberg' in a cursive script. The signature on the right is a stylized, cursive signature, likely of a Swedish official, written in dark ink.

CANADA

Social Security

*Agreement signed at Ottawa March 11, 1981;
And administrative arrangement signed at Washington
May 22, 1981;
Supplementary agreement signed at Ottawa May 10, 1983;
Understanding and administrative arrangement with the
Government of Quebec signed at Quebec March 30, 1983;
Entered into force August 1, 1984.*

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[Added by the Department of State]

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF CANADA
WITH RESPECT TO SOCIAL SECURITY

The Government of the United States of America
and the Government of Canada,

Resolved to co-operate in the field of social
security,

Have decided to conclude an agreement for this
purpose, and,

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

For the purpose of this Agreement:

- (1) "Territory" means,

as regards the United States, the States, the District
of Columbia, the Commonwealth of Puerto Rico, the
Virgin Islands, Guam and American Samoa, and

as regards Canada, the territory of Canada;
- (2) "National" means,

as regards the United States, a national of the United
States as defined in Section 101, Immigration and
Nationality Act of 1952, as amended,^[1] and as regards
Canada, a citizen of Canada;
- (3) "Laws" means,

the laws and regulations specified in Article II;
- (4) "Competent Authority" means,

as regards the United States, the Secretary of Health
and Human Services, and

as regards Canada, the Minister or Ministers of the
Crown responsible for the administration of the laws
specified in Article II(1)(b);

¹ 66 Stat. 163; 8 U.S.C. §1101.

- (5) "Agency" means,
as regards the United States, the Social Security Administration, and
as regards Canada, for all matters other than those related to contributions: the Department of National Health and Welfare; for matters related to contributions: the Department of National Revenue - Taxation;
- (6) "Period of coverage" means,
a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the laws under which such period has been completed, or any similar period insofar as it is recognized by such laws as equivalent to a period of coverage; a period of residence shall not be recognized as a period of coverage;
- (7) "Benefit" means,
any benefit provided for in the laws of either Contracting State;
- (8) "Stateless person" means,
a person defined as a stateless person in Article 1 of the Convention Relating to the Status of Stateless Persons dated September 28, 1954;^[1]
- (9) "Refugee" means,
a person defined as a refugee in Article 1 of the Convention Relating to the Status of Refugees dated July 28, 1951,^[2] and the Protocol to that Convention dated January 31, 1967.^[3]

ARTICLE II

- (1) For the purpose of this Agreement, the applicable laws are:
- (a) As regards the United States, the laws governing the Federal Old-Age, Survivors and Disability Insurance Program:
- (i) Title II of the Social Security Act and regulations pertaining thereto, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,^[4]
- and
- (ii) Chapter 2 and Chapter 21 of the Internal Revenue Code of 1954 and regulations pertaining to those chapters;^[5]

¹ 360 UNTS 130.

² 189 UNTS 152.

³ TIAS 6577; 19 UST 6225.

⁴ 49 Stat. 622; 42 U.S.C. §402.

⁵ 68A Stat. 353, 415; 26 U.S.C. §1401, §3121.

- (b) As regards Canada:
- (i) the Old Age Security Act and regulations made thereunder,
 - and
 - (ii) the Canada Pension Plan and regulations made thereunder.
- (2) Unless otherwise provided in this Agreement, the applicable laws referred to in paragraph (1) of this Article do not include treaties or other agreements concluded between either Contracting State and a third State and laws or regulations promulgated for their implementation.
- (3) This Agreement shall also apply to future laws amending the laws specified in paragraph (1) of this Article.
- (4) Provincial social security legislation may be dealt with in understandings as specified in Article XX.

ARTICLE III

Unless otherwise provided, this Agreement shall apply to:

- (a) nationals of either Contracting State,
- (b) refugees,
- (c) stateless persons,
- (d) other persons with respect to the rights they derive from a national of either Contracting State, a refugee or a stateless person, and
- (e) nationals of a State other than a Contracting State who are not included among the persons referred to in paragraph (d) of this Article.

ARTICLE IV

- (1) Unless otherwise provided in this Agreement, the persons designated in Article III (a), (b), (c) or (d) who reside in the territory of either Contracting State shall, in the application of the laws of a Contracting State, receive equal treatment, with respect to the payment of benefits, with the nationals of that Contracting State.
- (2) Nationals of a Contracting State who reside outside the territories of both Contracting States shall receive benefits provided by the laws of the other Contracting State under the same conditions which the other Contracting State applies to its own nationals who reside outside the territories of both Contracting States.

- (3) Unless otherwise provided in this Agreement, the laws of a Contracting State under which entitlement to or payment of cash benefits is dependent on residence or presence in the territory of that Contracting State shall not be applicable to the persons designated in Article III who reside in the territory of the other Contracting State.
- (4) As regards the laws of Canada, paragraph (1) of this Article is extended to persons designated in Article III(e).

PART II

PROVISIONS ON COVERAGE

ARTICLE V

- (1) Except as otherwise provided in this Article, an employed person who works in the territory of one of the Contracting States shall, in respect of that work, be subject to the laws of only that Contracting State.
- (2)
 - (a) Where an employed person is covered under the laws of one of the Contracting States in respect of work performed for an employer having a place of business in the territory of that Contracting State and is then required by that employer to work in the territory of the other Contracting State, the person shall be subject to the laws of only the first Contracting State in respect of that work, as if it were performed in the territory of the first Contracting State. The preceding sentence shall apply provided that the period of work in the territory of the other Contracting State does not exceed 60 months.
 - (b) For the purpose of subparagraph (a), where a person is required to work in the territory of the other Contracting State for intermittent periods of short duration, each such period shall be considered a separate period of work.
 - (c) With the prior mutual consent of the Competent Authorities of the Contracting States, subparagraph (a) shall also apply:
 - (i) where the employer does not have a place of business in the territory of the first Contracting State, or
 - (ii) where the period of work in the other Contracting State exceeds or is expected to exceed 60 months.
- (3) This Article shall not apply to the categories of persons mentioned in the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, and of the Vienna Convention on Consular Relations of April 24, 1963,^[1] unless such persons have waived their

¹ TIAS 7502, 6820; 23 UST 3227; 21 UST 77; respectively.

immunities and privileges with respect to the payment of social security contributions.

- (4) (a) Except as provided in subparagraph (b), this Article shall not apply to a person employed in the Government service of one of the Contracting States.
- (b) Where a person employed in the Government service of one of the Contracting States is covered under the laws of both Contracting States in respect of that employment, the following rules shall apply:
 - (i) a person in the Government service of one Contracting State who is sent to work within the territory of the other Contracting State shall be subject to the laws of only the first Contracting State in respect of that service;
 - (ii) a person hired locally to work in the Government service of one Contracting State within the territory of the other Contracting State shall be subject to the laws of only the other Contracting State in respect of that service.
- (c) For the purpose of this paragraph, "Government service" means,
 - (i) as regards the United States, service in the employ of the Government of the United States or any instrumentality thereof;
 - (ii) as regards Canada, service in the employ of the Government of Canada or a Province of Canada or a Canadian municipality.
- (5) Where, but for this Article, a person would be covered under United States laws as well as under the Canada Pension Plan in respect of employment as an officer or member of the crew on a ship or aircraft, that person shall, in respect of that employment, be subject only to the Canada Pension Plan if that person is a resident of Canada, and only to United States laws in any other case.
- (6) Where, but for this Article, a person would be covered under the laws of both Contracting States in respect of earnings from self-employment, that person shall, in respect thereof, be subject only to the laws of Canada if that person is considered to be resident in Canada for the purposes of the relevant provisions of those laws, and only to United States laws in any other case.
- (7) Where, but for this Article, a person would be covered under the laws of both Contracting States in respect of an activity that is considered to be self-employment by one of the Contracting States and employment by the other Contracting State, that activity shall be treated according to the provisions of this Article respecting self-employment if the person is a resident of the

first Contracting State and according to the provisions of this Article respecting employment in any other case.

- (8) Where, by virtue of this Article, a person would be subject to the laws of Canada but coverage is not effected under those laws, the person shall be subject to United States laws.
- (9) The Agreement shall not result in coverage under United States laws if those laws do not provide for the collection of contributions with respect to such coverage. Article V(1) shall apply when Article V(2) is not applicable as a result of the preceding sentence.
- (10) Where a person covered under the laws of a Contracting State in accordance with this Agreement is also covered under the laws of the other Contracting State or a third State in accordance with the provisions of an agreement between a Contracting State and a third State, the Competent Authorities of the two Contracting States may agree to exclude the person from the application of this Agreement.
- (11) The Competent Authorities of the two Contracting States may, by common agreement, make exceptions in the application of this Article in respect of any person or category of persons.
- (12) The application of this Article shall be subject to such rules as the Competent Authorities of the two Contracting States may prescribe through arrangements made pursuant to Article XII (a) of this Agreement.

ARTICLE VI

- (1) Except as otherwise provided in this Article, where a person referred to in Article V(2) is subject to the laws of Canada, or the comprehensive pension plan of a province, during any period of residence in the territory of the United States, that period of residence, in respect of that person, his spouse and dependants who reside with him and who are not employed or self-employed during that period, shall be treated as a period of residence in Canada for the purposes of the Old Age Security Act.
- (2) Any calendar quarter during which a spouse or a dependant of a person referred to in Article V(2) is credited with a period of coverage under United States laws shall not be counted as residence in Canada for the purposes of the Old Age Security Act.
- (3) Except as otherwise provided in this Article, where a person referred to in Article V(2) is subject to United States laws during any period of residence in the territory of Canada, that period, in respect of that person, his spouse and dependants who reside with him and who are not employed or self-employed during that period, shall not be treated as residence in Canada for the purposes of the Old Age Security Act.

- (4) Except as otherwise provided in this Article, periods during which the spouse or dependant referred to in paragraph (3) of this Article is contributing to the Canada Pension Plan or the comprehensive pension plan of a province as a result of employment or self-employment shall be treated as periods of residence in Canada for the purposes of the Old Age Security Act.
- (5) Except as otherwise provided in this Article, any person who resides in the United States, is employed in Canada and is subject to the Canada Pension Plan or the comprehensive pension plan of a province shall be credited with one year of residence under the Old Age Security Act for each year of contributions under the Canada Pension Plan or the comprehensive pension plan of a province.
- (6) If a person referred to in paragraph (4) or (5) of this Article performs services which are covered as employment or self-employment under United States laws and simultaneously performs other services which are covered as employment or self-employment under the Canada Pension Plan or a comprehensive pension plan of a province, that period of employment or self-employment shall not be treated as a period of residence for the purposes of the Old Age Security Act.

PART III

PROVISIONS ON BENEFITS

Chapter 1

PROVISIONS APPLICABLE TO THE UNITED STATES

ARTICLE VII

- (1) Where a person has completed at least six quarters of coverage under United States laws, but does not have sufficient quarters of coverage to satisfy the requirements for entitlement to benefits under United States laws, periods of coverage completed under the Canada Pension Plan shall be taken into account to the extent they do not coincide with calendar quarters already credited as quarters of coverage under United States laws.
- (2) In determining eligibility for benefits under paragraph (1) of this Article, the agency of the United States shall credit four quarters of coverage for every year of contributions under the Canada Pension Plan certified as creditable by the agency of Canada; however, no quarter of coverage shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed four.
- (3) Where entitlement to a benefit under United States laws is established according to the provisions of paragraph (1) of this Article, a pro rata primary insurance amount shall be computed based on the ratio of the

total periods of coverage completed under United States laws to the total periods of coverage completed under the laws of the two Contracting States. Benefits payable under United States laws on the basis of an earnings record where a pro rata primary insurance amount has been computed shall be paid on the basis of that pro rata primary insurance amount.^[1]

- (4) Entitlement to a benefit from the United States which results from paragraph (1) of this Article shall terminate with the acquisition of sufficient periods of coverage under United States laws to establish entitlement to an equal or higher benefit without the need to invoke the provisions of paragraph (1) of this Article.

Chapter 2

PROVISIONS APPLICABLE TO CANADA

ARTICLE VIII

- (1) In this Article, "pension" means a monthly pension under Part I of the Old Age Security Act.
- (2) (a) If a person is entitled to a pension under paragraph 3(1)(a) or (b) of the Act, the totalization provisions of subparagraphs (3)(a) and (b) of this Article may be used, if necessary, to accumulate the required 20 years of residence in Canada for payment of a pension in the United States. Only a partial pension calculated in accordance with the Act may be paid.
- (b) If a person is entitled to a partial pension under subsection 3(1.1) of the Act, that pension may be paid in the United States if the periods totalized according to subparagraphs (3)(a) and (b) of this Article equal not less than 20 years.
- (3) (a) If a person is not entitled to a pension under the Old Age Security Act because of insufficient periods of residence, entitlement to a pension may be determined by totalizing periods of residence in Canada on or after January 1, 1952 and after the attainment of age 18, and periods of coverage under United States laws as specified in subparagraph (3)(b) of this Article, but where the periods coincide, only one period shall be counted.
- (b) For the purposes of establishing entitlement to a pension by means of totalization, a quarter of coverage under United States laws on or after January 1, 1952 and after the attainment of age 18, shall be counted as three months of residence in Canada.
- (c) The agency of Canada shall calculate the amount of the pro-rated pension at the rate of 1/40th of the full pension for each year of residence in Canada which is recognized as such in subparagraph (3)(a) of this Article or deemed as such under Article VI of this Agreement.

¹ For amendment of Art. VII(3), see Supplementary Agreement of May 10, 1983, *infra*.

- (4) If the total duration of the periods of residence completed in Canada in accordance with subparagraph (3)(a) of this Article or Article VI of this Agreement is less than one year, the agency of Canada shall not pay a pension in respect of those periods.

ARTICLE IX

- (1) In this Article, "spouse's allowance" means a partial spouse's allowance under Part II.1 of the Old Age Security Act.
- (2) If a person is not entitled to a spouse's allowance under the Act because of insufficient periods of residence, entitlement to a spouse's allowance may be determined by totalizing periods of residence in accordance with subparagraph (3)(a) of Article VIII and periods of coverage under United States laws in accordance with subparagraph (3)(b) of Article VIII, but where the periods coincide, only one period shall be counted.

ARTICLE X

Article IV of this Agreement does not affect the provisions of the Old Age Security Act governing the payment of the guaranteed income supplement and the spouse's allowance to persons not resident in Canada.

ARTICLE XI

- (1) In this Article, "benefit" means,
 - (a) an orphan's benefit or a disabled contributor's child's benefit,
 - (b) a death benefit,
 - (c) a disability pension, or
 - (d) a survivor's pensionpayable under the Canada Pension Plan.
- (2) If a person is not entitled to a benefit because of insufficient periods of coverage under the Canada Pension Plan, entitlement to the benefit may be determined by totalizing periods of coverage under the laws of both Contracting States in accordance with paragraph (3) of this Article, to the extent that they do not coincide.
- (3) (a) Subject to the provisions governing the contributory period under the Canada Pension Plan, to establish entitlement to a benefit by means of totalization, a year in which at least one quarter

of coverage is credited under United States laws shall be deemed to be a year in which contributions were made under the Canada Pension Plan.

- (b) The agency of Canada shall calculate the earnings-related portion of the benefit directly and exclusively on the basis of the periods of coverage completed under the Canada Pension Plan.
- (c) The amount of the flat-rate benefit under the Canada Pension Plan is the amount obtained by multiplying:
 - (i) the amount of the flat-rate benefit determined under the provisions of the Canada Pension Plan;
 - by
 - (ii) the ratio that the periods of coverage under the Canada Pension Plan represent in relation to the total of the periods of coverage under the Canada Pension Plan and of only those periods of coverage under United States laws required to satisfy the minimum requirements for entitlement under the Canada Pension Plan.

PART IV

MISCELLANEOUS PROVISIONS

ARTICLE XII

The Competent Authorities of the two Contracting States shall:

- (a) Conclude an Administrative Arrangement and make such other arrangements as may be necessary for the application of this Agreement;
- (b) Communicate to each other information concerning the measures taken for the application of this Agreement; and
- (c) Communicate to each other, as soon as possible, information concerning all changes in their respective laws which may affect the application of this Agreement.

ARTICLE XIII

The Competent Authorities and agencies of the Contracting States, within the scope of their respective authorities, shall assist each other in implementing this Agreement.

ARTICLE XIV

- (1) Where the laws of a Contracting State provide that any document which is submitted to the Competent Authority or an agency of that Contracting State shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to documents which are submitted to the Competent Authority or an agency of the other Contracting State in accordance with its laws.
- (2) Copies of documents which are certified as true and exact copies by the agency of one Contracting State shall be accepted as true and exact copies by the agency of the other Contracting State, without further certification. The agency of each Contracting State shall be the final judge of the probative value of the evidence submitted to it from whatever source.

ARTICLE XV

- (1) The Competent Authorities and agencies of the Contracting States may correspond directly with each other and with any person wherever the person may reside whenever it is necessary for the administration of this Agreement. The correspondence may be in the official languages of either Contracting State.
- (2) No application or document may be rejected by a Competent Authority or an agency solely on the grounds that it is written in an official language of the other Contracting State.

ARTICLE XVI

- (1) A written application for benefits filed with an agency of one Contracting State shall protect the rights of the claimants under the laws of the other Contracting State if the applicant: (a) requests that it be considered an application under the laws of the other Contracting State; or (b) in the absence of a request that it not be so considered, provides information at the time of application indicating that the person on whose record benefits are claimed has completed periods of coverage under the laws of the other Contracting State.
- (2) An application for benefits under the laws of one Contracting State which is filed with the agency of the other Contracting State in accordance with paragraph (1) of this Article, shall be adjudicated by the agency of the first Contracting State under the applicable provisions of its laws.
- (3) An applicant may request that an application filed with an agency of one Contracting State be effective on a different date in the other Contracting State within the limitations of and in conformity with the laws of the other Contracting State.

- (4) The provisions of Part III of this Agreement shall apply only to an application for benefits which is filed on or after the date this Agreement enters into force.

ARTICLE XVII

- (1) A written appeal of a determination made by the agency of one Contracting State may be validly filed with an agency of either Contracting State. The appeal shall be dealt with according to the appeal procedure of the laws of the Contracting State whose decision is being appealed.
- (2) Any claim, notice or written appeal which, under the laws of one Contracting State, must have been filed within a prescribed period with the agency of that Contracting State, but which is instead filed within the same prescribed period with the agency of the other Contracting State, shall be considered to be filed on time and shall be forthwith transmitted to the agency of the first Contracting State.

ARTICLE XVIII

Unless disclosure is required under the national statutes of a Contracting State, information about an individual which is transmitted in accordance with the Agreement to that Contracting State by the other Contracting State is confidential and shall be used exclusively for the purposes of implementing this Agreement. Such information received by a Contracting State shall be governed by the national statutes of that Contracting State for the protection of privacy and confidentiality of personal data.

PART V

TRANSITIONAL AND FINAL PROVISIONS

ARTICLE XIX

- (1) No provision of this Agreement shall confer any right
 - (a) to receive a pension, allowance or benefit for a period before the date of the entry into force of the Agreement, or
 - (b) to receive a lump-sum death benefit if the person died before the entry into force of the Agreement.
- (2) In the implementation of this Agreement, consideration shall also be given to periods of coverage and other events relevant to rights under the laws occurring before the entry into force of this Agreement, except that neither Contracting State shall take into account periods of coverage occurring prior to the effective date of its laws.

- (3) Determinations made before the entry into force of this Agreement shall not affect rights arising under it.
- (4) This Agreement shall not result in the reduction of benefit amounts because of its entry into force.
- (5) The period of work referred to in the last sentence of Article V(2)(a) shall be measured beginning on or after the date on which this Agreement enters into force.

ARTICLE XX

The Competent Authority of the United States and the authorities of the provinces of Canada may conclude understandings concerning any social security legislation within the provincial jurisdiction insofar as those understandings are not inconsistent with the provisions of this Agreement.

ARTICLE XXI

- (1) This Agreement shall remain in force and effect until the expiration of one calendar year following the year in which written notice of its denunciation is given by one of the Contracting States to the other Contracting State.
- (2) If this Agreement is terminated by denunciation, rights regarding entitlement to or payment of benefits acquired under it shall be retained; the Contracting States shall make arrangements dealing with rights in the process of being acquired.

ARTICLE XXII

This Agreement shall enter into force on the first day of the second month following the month in which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Agreement.^[1]

¹ Aug. 1, 1984.

ACCORD ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE
ET LE GOUVERNEMENT DU CANADA
EN MATIÈRE DE SÉCURITÉ SOCIALE

Le Gouvernement des États-Unis d'Amérique et le
Gouvernement du Canada,

Résolus à coopérer dans le domaine de la sécurité
sociale,

Ont décidé de conclure un Accord à cette fin, et

Sont convenus des dispositions suivantes:

TITRE I - DISPOSITIONS GÉNÉRALES

ARTICLE I

Aux fins du présent Accord:

- 1) "Territoire" désigne,
pour les États-Unis, les États, le district de
Columbia, le commonwealth de Porto Rico, les fles
Vierges, Guam et les Samoa américaines, et
pour le Canada, le territoire du Canada;
- 2) "Ressortissant" désigne,
pour les États-Unis, un ressortissant des États-Unis
tel que défini par l'article 101 de la Loi de 1952 sur
l'immigration et la nationalité, sous sa forme
modifiée, et pour le Canada, un citoyen du Canada;
- 3) "Lois" désigne,
les lois et règlements nommés à l'article II;
- 4) "autorité compétente" désigne,
pour les États-Unis, le Secrétaire de la Santé et des
Services aux humains, et
pour le Canada, le ministre ou les ministres de la
Couronne chargés de l'administration des lois nommées à
l'article II 1) b);
- 5) "Organisme" désigne,
pour les États-Unis, l'Administration de la sécurité
sociale, et pour le Canada, pour toutes questions
autres que celles visant les cotisations: le ministère
de la Santé nationale et du Bien-être social; pour les
questions visant les cotisations: le ministère du
Revenu national - Impôt;

6) "Période de couverture" désigne,

une période de paiement de cotisations ou une période de gains provenant d'un emploi ou d'un travail autonome, telle que définie ou reconnue par les lois en vertu desquelles la période en question a été accomplie, ou toute autre période analogue dans la mesure où elle est reconnue aux termes de ces lois comme équivalant à une période de couverture; une période de résidence n'est pas reconnue comme période de couverture;

7) "Prestation" désigne,

toute prestation prévue par les lois de l'un ou de l'autre État contractant;

8) "Apatride" désigne,

une personne répondant à la définition de ce terme énoncée à l'article 1 de la Convention relative au statut des apatrides, datée du 28 septembre 1954;

9) "Réfugié" désigne,

une personne répondant à la définition de ce terme énoncée à l'article 1 de la Convention relative au statut des réfugiés, datée du 28 juillet 1951 et dans le protocole de cette Convention daté du 31 janvier 1967.

ARTICLE II

1) Aux fins du présent Accord, les lois applicables sont les suivantes:

a) Pour les États-Unis, les lois régissant le Programme fédéral d'assurance à l'intention des personnes âgées, des survivants et des invalides:

i) Titre II de la Loi sur la sécurité sociale et des règlements d'application, à l'exception des articles 226, 226A et 228 de ce titre ainsi que des dispositions, dans les règlements, se rattachant à ces articles,

et

ii) le chapitre 2 et le chapitre 21 du Code de revenu interne de 1954 et les règlements se rattachant à ces chapitres;

b) Pour le Canada:

i) la Loi sur la sécurité de la vieillesse et les règlements d'application,

et

ii) le Régime de pensions du Canada et les règlements d'application.

- 2) Sauf disposition contraire du présent Accord, les lois applicables, mentionnées au paragraphe 1) de cet article, ne comprennent pas les traités ou autres accords conclus entre un des États contractants et un État tiers ni les lois ou règlements d'application desdits traités ou accords.
- 3) Le présent Accord s'appliquera également aux lois futures modifiant les lois mentionnées au paragraphe 1) de cet article.
- 4) Les législations provinciales de sécurité sociale pourront faire l'objet d'ententes conformément à l'article XX.

ARTICLE III

Sauf disposition contraire, le présent Accord s'applique:

- a) aux ressortissants de l'un ou l'autre État contractant,
- b) aux réfugiés,
- c) aux apatrides,
- d) à d'autres personnes relativement aux droits qui leur proviennent d'un ressortissant de l'un ou l'autre État contractant, d'un réfugié ou d'un apatride, et
- e) aux ressortissants d'un État autre qu'un État contractant, qui ne sont pas compris parmi les personnes mentionnées au paragraphe d) du présent article.

ARTICLE IV

- 1) Sauf disposition contraire du présent Accord, les personnes désignées à l'article III a), b), c) ou d) qui résident dans le territoire de l'un ou de l'autre État contractant seront traitées, pour ce qui est de l'application des lois d'un État contractant, par rapport au versement des prestations, de la même façon que les ressortissants dudit État contractant.
- 2) Les ressortissants d'un État contractant qui résident à l'extérieur des territoires des deux États contractants, toucheront les prestations prévues par les lois de l'autre État contractant dans les mêmes conditions qu'il applique à ses propres ressortissants demeurant à l'extérieur des territoires des deux États contractants.
- 3) Sauf disposition contraire du présent Accord, les lois d'un État contractant, en vertu desquelles le droit à des prestations en espèces ou leur versement est assujéti à des conditions de résidence ou de présence dans

le territoire de cet État contractant, ne seront pas applicables aux personnes désignées à l'article III qui résident dans le territoire de l'autre État contractant.

- 4) Pour ce qui est des lois du Canada, le paragraphe 1) du présent article est applicable aux personnes désignées à l'article III e).

TITRE II - DISPOSITIONS TOUCHANT LA COUVERTURE

ARTICLE V

- 1) Sauf disposition contraire du présent article, le salarié qui travaille dans le territoire de l'un des États contractants sera assujetti, en ce qui a trait à ce travail, aux seules lois dudit État contractant.
- 2) a) Lorsqu'un salarié est assujetti aux lois de l'un des États contractants relativement à un travail accompli pour un employeur ayant un lieu d'affaires dans le territoire de cet État contractant, et est ensuite tenu par cet employeur de travailler dans le territoire de l'autre État contractant, ledit salarié est assujetti aux seules lois du premier État contractant en ce qui a trait à ce travail, tout comme si ce dernier était exécuté dans le territoire du premier État contractant. La phrase précédente s'applique à condition que la période de travail dans le territoire de l'autre État contractant ne dépasse pas 60 mois.
- b) Aux fins de l'alinéa a) ci-dessus, lorsqu'une personne est tenue de travailler dans le territoire de l'autre État contractant pendant des périodes intermittentes de brève durée, chacune de ces périodes sera considérée comme une période distincte de travail.
- c) Sous réserve de l'approbation préalable des autorités compétentes des deux États contractants, les dispositions de l'alinéa a) ci-dessus s'appliquent également:
- i) lorsqu'un employeur n'a pas de lieu d'affaires dans le territoire du premier État contractant, ou
- ii) lorsque la période de travail dans l'autre État contractant dépasse 60 mois ou lorsqu'il est prévu qu'elle dépassera cette durée.
- 3) Le présent article ne s'applique pas aux catégories de personnes mentionnées dans les dispositions de la Convention de Vienne sur les relations diplomatiques, datée du 18 avril 1961 et de la Convention de Vienne sur les relations consulaires, datée du 24 avril 1963, à moins que lesdites personnes n'aient renoncé à leur immunité et privilèges relativement au paiement de cotisations de sécurité sociale.

- 4)
 - a) Exception faite des dispositions prévues à l'alinéa b), le présent article ne s'applique pas à une personne au service du gouvernement de l'un des États contractants.
 - b) Lorsqu'une personne au service du gouvernement de l'un des États contractants est assujettie aux lois des deux États contractants en ce qui a trait à cet emploi, les règles suivantes s'appliquent:
 - i) toute personne qui est au service du gouvernement d'un État contractant et qui est affectée à un travail à l'intérieur du territoire de l'autre État contractant, est assujettie aux seules lois du premier État contractant en ce qui a trait à ce service;
 - ii) toute personne embauchée localement pour travailler au service du gouvernement d'un État contractant à l'intérieur du territoire de l'autre État contractant, est assujettie aux seules lois de l'autre État contractant en ce qui a trait à ce service.
 - c) Aux fins du présent paragraphe, l'expression "au service du gouvernement" désigne,
 - i) pour les États-Unis, le service à l'emploi du Gouvernement des États-Unis ou de tout organisme s'y rattachant;
 - ii) pour le Canada, le service à l'emploi du Gouvernement du Canada, d'une province du Canada ou d'une municipalité canadienne.
- 5) Lorsque, à défaut de cet article, une personne serait assujettie aux lois des États-Unis aussi bien qu'au Régime de pensions du Canada relativement à un emploi à titre d'officier ou membre de l'équipage d'un navire ou d'un aéronef, ladite personne sera assujettie, en ce qui a trait à cet emploi, uniquement au Régime de pensions du Canada si elle est résidente du Canada, et uniquement aux lois des États-Unis dans tout autre cas.
- 6) Lorsque, à défaut de cet article, une personne serait assujettie aux lois des deux États contractants en ce qui a trait aux gains provenant d'un travail autonome, ladite personne sera assujettie, en ce qui a trait audit travail, uniquement aux lois du Canada si elle est considérée comme résidant au Canada aux fins des dispositions pertinentes de ces lois, et uniquement aux lois des États-Unis dans tout autre cas.
- 7) Lorsque, à défaut de cet article, une personne serait assujettie aux lois des deux États contractants par rapport à une activité considérée comme emploi autonome par l'un des États contractants et comme emploi par l'autre État contractant, ladite activité est sujette aux dispositions du présent article concernant un emploi autonome si la personne est une résidente du premier État contractant et, dans tout autre cas, elle est sujette aux dispositions du présent article concernant un emploi.

- 8) Lorsque, en vertu du présent article, une personne serait assujettie aux lois du Canada mais que l'assujettissement n'est pas possible aux termes de ces lois, ladite personne sera assujettie aux lois des États-Unis.
- 9) Le présent Accord ne donnera pas lieu à l'assujettissement aux lois des États-Unis lorsque celles-ci ne prévoient pas la perception de cotisations relativement audit assujettissement. L'article V 1) s'appliquera lorsque l'article V 2) n'est pas applicable en raison de la phrase précédente.
- 10) Lorsqu'une personne est assujettie aux lois d'un État contractant conformément au présent Accord et est également assujettie aux lois de l'autre État contractant ou à celles d'un État tiers conformément aux dispositions d'un accord conclu entre un des États contractants et un État tiers, les autorités compétentes des deux États contractants peuvent convenir d'exclure ladite personne du champ d'application du présent Accord.
- 11) Les autorités compétentes des deux États contractants peuvent, d'un commun accord, déroger à l'application du présent article à l'égard de toute personne ou de toute catégorie de personnes.
- 12) L'application du présent article est sujette aux règles pouvant être prescrites par les autorités compétentes des deux États contractants, en vertu des dispositions de l'article XII a) du présent Accord.

ARTICLE VI

- 1) Sauf disposition contraire du présent article, lorsqu'une personne mentionnée à l'article V 2) est assujettie aux lois du Canada ou au régime général de pensions d'une province pendant une période quelconque de résidence sur le territoire des États-Unis, ladite période de résidence sera considérée - relativement à cette personne, à son conjoint et aux personnes à sa charge qui demeurent avec elle et qui ne sont ni salariés ni travailleurs autonomes au cours de cette période - comme une période de résidence au Canada aux fins de la Loi sur la sécurité de la vieillesse.
- 2) Aucun trimestre du calendrier au cours duquel un conjoint, ou une personne à charge d'une personne mentionnée à l'article V 2), est crédité d'une période de couverture en vertu des lois des États-Unis, ne sera compté comme période de résidence au Canada aux fins de la Loi sur la sécurité de la vieillesse.
- 3) Sauf disposition contraire du présent article, lorsqu'une personne mentionnée à l'article V 2) est assujettie aux lois des États-Unis au cours d'une période quelconque de résidence sur le territoire du Canada, ladite période - en ce qui a trait à cette personne, à son conjoint et aux personnes à sa charge qui demeurent avec elle et qui ne sont ni salariés ni

travailleurs autonomes au cours de cette période - ne sera pas considérée comme période de résidence au Canada aux fins de la Loi sur la sécurité de la vieillesse.

- 4) Sauf disposition contraire du présent article, toute période au cours de laquelle le conjoint ou les personnes à charge mentionnés au paragraphe 3) du présent article cotisent au Régime de pensions du Canada ou au régime général de pensions d'une province en raison d'un emploi ou d'un travail autonome, sera considérée comme une période de résidence au Canada aux fins de la Loi sur la sécurité de la vieillesse.
- 5) Sauf disposition contraire du présent article, toute personne qui réside aux États-Unis, est employée au Canada et est assujettie au Régime de pensions du Canada ou au régime général de pensions d'une province, doit être créditée d'un an de résidence, aux termes de la Loi sur la sécurité de la vieillesse, pour chaque année de cotisation au titre du Régime de pensions du Canada ou du régime général de pensions d'une province.
- 6) Dans le cas d'une personne mentionnée au paragraphe 4) ou 5) du présent article, qui exerce une activité reconnue comme emploi ou travail autonome aux termes des lois des États-Unis, et qui exerce simultanément d'autres activités reconnues comme emploi ou travail autonome aux termes du Régime de pensions du Canada ou du régime général de pensions d'une province, la période d'emploi ou de travail autonome en question ne sera pas considérée comme période de résidence aux fins de la Loi sur la sécurité de la vieillesse.

TITRE III - DISPOSITIONS RELATIVES AUX PRESTATIONS

Chapitre 1

DISPOSITIONS APPLICABLES AUX ÉTATS-UNIS

ARTICLE VII

- 1) Lorsqu'une personne a accompli au moins six trimestres de couverture en vertu des lois des États-Unis, mais ne justifie pas d'un nombre suffisant de trimestres de couverture pour avoir droit aux prestations prévues par les lois des États-Unis, il sera tenu compte des périodes de couverture accomplies sous le Régime de pensions du Canada dans la mesure où celles-ci ne coïncident pas avec des trimestres du calendrier déjà crédités en tant que trimestres de couverture aux termes des lois des États-Unis.
- 2) Lorsqu'il s'agit de déterminer l'admissibilité aux prestations en vertu du paragraphe 1) du présent article, l'organisme des États-Unis créditera quatre trimestres de couverture pour chaque année de cotisation au Régime de pensions du Canada qui sera certifiée comme telle par l'organisme du Canada; aucun trimestre de couverture ne sera toutefois crédité lorsqu'un trimestre de calendrier a déjà été crédité à

titre de trimestre de couverture aux termes des lois des États-Unis. Pas plus de quatre trimestres de couverture ne peuvent être crédités pour un an.

- 3) Lorsque l'admissibilité à une prestation aux termes des lois des États-Unis a été établie conformément aux dispositions du paragraphe 1) du présent article, il sera calculé un montant d'assurance primaire proportionnel, lequel sera fondé sur la fraction représentée par l'ensemble des périodes de couverture accomplies aux termes des lois des États-Unis par rapport à l'ensemble des périodes de couverture accomplies aux termes des lois des deux États contractants. Les prestations payables aux termes des lois des États-Unis en fonction d'un registre de gains où un montant proportionnel d'assurance primaire a été calculé, seront versées conformément audit montant proportionnel d'assurance primaire.
- 4) Le droit à une prestation des États-Unis, découlant du paragraphe 1) du présent article, sera annulé dès l'acquisition d'un nombre suffisant de périodes de couverture en vertu des lois des États-Unis, permettant d'établir le droit à une prestation égale ou supérieure sans qu'il ne soit nécessaire d'invoquer les dispositions dudit paragraphe 1) du présent article.

Chapitre 2

DISPOSITIONS APPLICABLES AU CANADA

ARTICLE VIII

- 1) Dans le présent article, le terme "pension" désigne une pension mensuelle aux termes de la Partie I de la Loi sur la sécurité de la vieillesse.
- 2)
 - a) Lorsqu'une personne est admissible à une pension aux termes de l'alinéa 3 1) a) ou b) de la Loi, les dispositions des alinéas 3) a) et b) du présent article touchant la totalisation peuvent être utilisées, au besoin, dans le but d'accumuler les 20 années de résidence requises au Canada pour le paiement d'une pension aux États-Unis. Une pension partielle seulement, calculée conformément à la Loi, sera versée.
 - b) Lorsqu'une personne est admissible à une pension partielle aux termes du paragraphe 3 (1.1) de la Loi, ladite pension peut être versée aux États-Unis à condition que les périodes totalisées conformément aux alinéas 3) a) et b) du présent article, correspondent au moins à 20 ans.
- 3)
 - a) Lorsqu'une personne n'est pas admissible à une pension en vertu de la Loi sur la sécurité de la vieillesse, faute de périodes de résidence suffisantes, le droit à une pension peut être déterminé en totalisant les périodes de résidence au Canada depuis le 1^{er} janvier 1952 ou après cette date et après que la personne a atteint l'âge de 18 ans,

avec les périodes de couverture, telles que spécifiées à l'alinéa 3) b) du présent article, accomplies en vertu des lois des États-Unis, à condition toutefois qu'une seule période soit comptée lorsque les périodes coïncident.

- 3)
 - b) Pour établir le droit à une pension par voie de totalisation, un trimestre de couverture en vertu des lois des États-Unis depuis le 1^{er} janvier 1952 ou après cette date et après qu'une personne a atteint l'âge de 18 ans, sera compté comme trois mois de résidence au Canada.
 - c) L'organisme du Canada calculera le montant de la pension proportionnelle à raison de 1/40 de la pension complète pour chaque année de résidence au Canada reconnue comme telle à l'alinéa 3) a) du présent article ou considérée comme telle aux termes de l'article VI du présent Accord.
- 4) Si la durée totale des périodes de résidence accomplies au Canada, conformément à l'alinéa 3) a) du présent article ou à l'article VI du présent Accord, ne correspond pas à au moins une année, l'organisme du Canada ne versera aucune pension relativement à ces périodes.

ARTICLE IX

- 1) Aux termes du présent article, l'expression "allocation au conjoint" désigne une allocation au conjoint partielle au titre de la Partie II.1 de la Loi sur la sécurité de la vieillesse.
- 2) Lorsqu'une personne n'est pas admissible à une allocation au conjoint en vertu de la Loi, faute de périodes de résidence suffisantes, le droit à une allocation au conjoint peut être déterminé en totalisant des périodes de résidence, conformément à l'alinéa 3) a) de l'article VIII, avec des périodes de couverture aux termes des lois des États-Unis, conformément à l'alinéa 3) b) de l'article VIII, à condition toutefois qu'une seule période soit comptée lorsque les périodes coïncident.

ARTICLE X

L'article IV du présent Accord ne touche pas les dispositions de la Loi sur la sécurité de la vieillesse qui régissent le paiement du supplément de revenu garanti et de l'allocation au conjoint aux personnes ne résidant pas au Canada.

ARTICLE XI

- 1) Aux fins du présent article, le terme "prestation" désigne,

- a) une prestation d'orphelin ou une prestation d'enfant de cotisant invalide,
- b) une prestation de décès,
- c) une pension d'invalidité, ou
- d) une pension de survivant

payables aux termes du Régime de pensions du Canada.

- 2) Lorsqu'une personne n'est pas admissible à une prestation, faute de périodes suffisantes de couverture sous le Régime de pensions du Canada, le droit à ladite prestation peut être déterminé en totalisant des périodes de couverture accomplies sous les lois des deux États contractants conformément au paragraphe 3) du présent article, dans la mesure où ces périodes ne coïncident pas.
- 3)
 - a) Sous réserve des dispositions régissant la période cotisable sous le Régime de pensions du Canada, pour établir le droit à une prestation par voie de totalisation, une année dans laquelle au moins un trimestre de couverture est crédité aux termes des lois des États-Unis, sera considérée comme une année de cotisations au Régime de pensions du Canada.
 - b) L'organisme du Canada calculera la prestation reliée aux gains, directement et exclusivement en fonction des périodes de couverture accomplies sous le Régime de pensions du Canada.
 - c) Le montant de la prestation à taux uniforme sous le Régime de pensions du Canada est un montant égal au produit obtenu en multipliant:
 - i) le montant de la prestation à taux uniforme déterminé selon les dispositions du Régime de pensions du Canada
 - par
 - ii) la proportion que les périodes de cotisation au Régime de pensions du Canada représentent par rapport au total des périodes de cotisation au Régime de pensions du Canada et des seules périodes créditées sous la législation des États-Unis requises pour satisfaire aux exigences minimales d'ouverture du droit sous le Régime de pensions du Canada.

TITRE IV - DISPOSITIONS DIVERSES

ARTICLE XII

Les autorités compétentes des deux États contractants:

- a) concluront un Arrangement administratif et conviendront de toutes dispositions utiles en vue de l'application du présent Accord;
- b) se communiqueront toute information touchant les mesures prises en vue de l'application du présent Accord; et
- c) se communiqueront, dès que possible, tout renseignement sur les modifications apportées à leurs lois respectives qui peuvent avoir une incidence sur l'application du présent Accord.

ARTICLE XIII

Les autorités compétentes et les organismes des États contractants, dans la limite de leurs compétences respectives, s'aideront mutuellement dans la mise en application du présent Accord.

ARTICLE XIV

- 1) Lorsque les lois d'un État contractant prévoient que tout document, soumis à l'autorité compétente ou à un organisme de ce même État contractant, est exempt, en tout ou en partie, de droits ou de frais, y compris les frais consulaires et administratifs, l'exemption en question s'appliquera également aux documents soumis à l'autorité compétente ou à un organisme de l'autre État contractant, conformément aux lois de ce dernier État.
- 2) Toute copie de document authentifiée par l'organisme d'un État contractant, sera acceptée par l'organisme de l'autre État contractant, sans autre certification. L'organisme de chaque État contractant jugera, en dernier ressort, de la valeur probante de toute preuve qui lui est soumise.

ARTICLE XV

- 1) Lorsque l'administration du présent Accord le nécessite, les autorités compétentes et organismes des États contractants peuvent correspondre directement entre eux de même qu'avec toute personne, peu importe son lieu de résidence. La correspondance peut se faire dans les langues officielles de l'un ou l'autre État contractant.

- 2) Une demande ou un document ne peut être rejeté par une autorité compétente ou un organisme pour la seule raison qu'il est écrit dans une langue officielle de l'autre État contractant.

ARTICLE XVI

- 1) Une demande de prestation écrite, soumise à l'organisme d'un État contractant, protégera les droits des requérants aux termes des lois de l'autre État contractant lorsque le requérant: a) demande qu'elle soit considérée comme une demande aux termes des lois de l'autre État contractant; ou b) à défaut d'une demande qu'elle ne soit pas ainsi considérée, fournit, au moment de la demande, des données indiquant que la personne, dont les dossiers font l'objet de la demande de prestation, a accompli des périodes de couverture aux termes des lois de l'autre État contractant.
- 2) Une demande de prestation en vertu des lois d'un État contractant, soumise à l'organisme de l'autre État contractant conformément au paragraphe 1) du présent article, sera instruite par l'organisme du premier État contractant en vertu des dispositions applicables de ses lois.
- 3) Un requérant peut demander qu'une demande soumise auprès d'un organisme d'un État contractant, prenne effet à une date différente dans l'autre État contractant, sous réserve des limites prévues par les lois de l'autre État contractant, et en conformité avec celles-ci.
- 4) Les dispositions du Titre III du présent Accord ne s'appliqueront qu'à une demande de prestation présentée le ou après le jour d'entrée en vigueur dudit Accord.

ARTICLE XVII

- 1) Un appel écrit d'une décision prise par l'organisme d'un État contractant, peut être valablement présenté à un organisme de l'un ou de l'autre État contractant. Il sera donné suite audit appel conformément à la procédure d'appel prévue par les lois de l'État contractant dont la décision est contestée.
- 2) Toute demande, avis ou appel écrit qui, aux termes des lois d'un État contractant, aurait dû être présenté dans un délai prescrit auprès de l'organisme dudit État contractant, mais qui est présenté dans le même délai prescrit auprès de l'organisme de l'autre État contractant, sera considéré comme ayant été présenté dans le délai prescrit et sera immédiatement transmis à l'organisme du premier État contractant.

ARTICLE XVIII

A moins que sa divulgation ne soit exigée aux termes de la législation nationale d'un État contractant, tout renseignement sur une personne, transmis conformément au présent Accord, audit État contractant par l'autre État contractant, est confidentiel et sera utilisé exclusivement aux fins de l'application du présent Accord. Un tel renseignement, reçu par un État contractant sera sujet à la législation nationale dudit État contractant pour ce qui est de la préservation du caractère confidentiel des données personnelles.

TITRE V - DISPOSITIONS TRANSITOIRES ET FINALES

ARTICLE XIX

- 1) Aucune disposition du présent Accord ne confère le droit,
 - a) de toucher une pension, une allocation ou des prestations pour une période antérieure à la date d'entrée en vigueur du présent Accord, ou
 - b) de toucher une prestation forfaitaire de décès si la personne est décédée avant l'entrée en vigueur du présent Accord.
- 2) Dans l'application du présent Accord, les périodes de couverture et autres événements qui se rapportent aux droits en vertu des lois et qui sont survenus avant l'entrée en vigueur du présent Accord, seront également pris en considération, sauf que ni l'un ni l'autre État contractant ne tiendra compte de périodes de couverture accomplies avant l'entrée en vigueur de ses lois.
- 3) Aucune décision prise avant l'entrée en vigueur du présent Accord ne touchera les droits découlant dudit Accord.
- 4) L'entrée en vigueur du présent Accord ne résultera en aucune réduction du montant des prestations.
- 5) La période de travail mentionnée dans la dernière phrase de l'article V 2) a) sera comptée à partir de la date d'entrée en vigueur du présent Accord ou après cette date.

ARTICLE XX

L'autorité compétente des États-Unis et les autorités des provinces du Canada pourront conclure des ententes portant sur toute législation de sécurité sociale relevant de la compétence provinciale, pour autant que ces ententes ne soient pas contraires aux dispositions du présent Accord.

ARTICLE XXI

- 1) Le présent Accord demeurera en vigueur jusqu'à l'expiration d'une année civile suivant l'année où l'un des États contractants donne avis écrit de sa dénonciation à l'autre État contractant.
- 2) Si le présent Accord est terminé par dénonciation, les droits acquis en vertu dudit Accord, touchant l'admissibilité à des prestations ou le paiement de prestations, seront conservés; les États contractants prendront les dispositions nécessaires touchant les droits en voie d'acquisition.

ARTICLE XXII

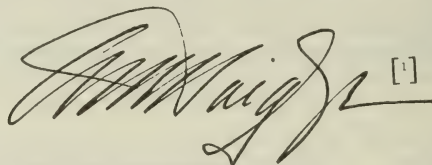
Le présent Accord entrera en vigueur le premier jour du second mois suivant celui où chaque Gouvernement aura reçu de l'autre Gouvernement, un avis écrit indiquant qu'il s'est conformé à toutes les conditions statutaires et constitutionnelles d'entrée en vigueur du présent Accord.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

March DONE in duplicate at Ottawa this 11th day of 1981, in the English and French languages, each version being equally authentic.

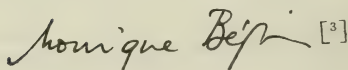
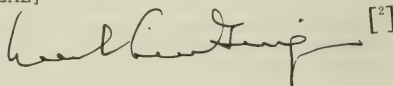
EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire à Ottawa, le 11^{ème} jour de *mars* 1981, en français et en anglais, chaque version faisant également foi.



For the Government of the
United States of America
Pour le Gouvernement des
États-Unis d'Amérique

[SEAL]



For the Government of Canada
Pour le Gouvernement du Canada

[SEAL]

¹ Alexander M. Haig, Jr.

² Mark MacGuigan.

³ Monique Bégin.

ADMINISTRATIVE ARRANGEMENT
FOR THE IMPLEMENTATION OF THE AGREEMENT
ON SOCIAL SECURITY BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF CANADA,
CONCLUDED ON MARCH 11, 1981

In conformity with Article XII(a) of the Agreement on Social Security between the Government of the United States of America and the Government of Canada, entered into on March 11, 1981, and hereinafter referred to as "the Agreement",

The competent authorities:

- for the United States of America:

Richard S. SCHWEIKER
Secretary of Health and Human Services

- for Canada:

Madame Monique BEGIN
Minister of National Health and Welfare

Have agreed on the following provisions:

Chapter 1

General Provisions

Paragraph 1

The following are designated as liaison agencies for the purposes of administering the Agreement and this Administrative Arrangement:

For the United States,

the Social Security Administration, and

For Canada,

Income Security Programs,

Department of National Health and Welfare.

Paragraph 2

Terms used in this Administrative Arrangement have the same meaning as in the Agreement.

Paragraph 3

The agencies of the Contracting States will agree upon joint procedures and forms necessary for the implementation of the Agreement and this Administrative Arrangement.

Chapter 2

Provisions on Coverage

Paragraph 4

1. Where the laws of a Contracting State are applicable in accordance with Article V of the Agreement, the agency of that Contracting State will issue, in accordance with rules and procedures to be agreed upon by the agencies of the two Contracting States and at the request of an employer, employee or self-employed person, a certificate stating that the concerned employee or group of employees or self-employed person is covered by those laws. The certificate will be evidence that the employee, group of employees or self-employed person is exempt from the laws on compulsory coverage of the other Contracting State.

2. The certificate referred to in subparagraph 4.1 will be issued

- In the United States:

By the Social Security Administration; and

- In Canada:

By the Accounting and Collections Division, Department of National Revenue-Taxation.

Chapter 3

Provisions on Benefits

Paragraph 5

1. The liaison agency of the Contracting State with which an application for benefits is first filed in accordance with Article XVI of the Agreement will inform the liaison agency of the other Contracting State of this fact without delay, using forms established for this purpose. It will also transmit documents and such other available information as may be necessary for the liaison agency of the other Contracting State to establish the right of the applicant to benefits according to the provisions of Part III of the Agreement. In the case of an application for disability benefits, it will, in particular, transmit relevant medical evidence in its possession concerning the disability of the applicant.

2. The liaison agency of a Contracting State which receives an application filed with the liaison agency of the other Contracting State will, without delay, provide the liaison agency of the other Contracting State with such evidence and other available information as may be required to complete action on the claim.

3. The liaison agency of the Contracting State with which an application for benefits has been filed will verify the accuracy of the information pertaining to the applicant and his family members. The types of information to be verified will be agreed upon by the liaison agencies.

Paragraph 6^[1]

1. In the application of Article VII of the Agreement, the Canadian liaison agency will notify the United States liaison agency of the years in which a person is credited with coverage under the Canada Pension Plan along with such other information as may be necessary to determine the amount of the person's benefit.

2. Benefits awarded by the liaison agency of the United States under Article VII of the Agreement will be recomputed in accordance with United States laws to take account of additional periods of coverage completed under the laws of either Contracting State. An application for such a recomputation will be required only where the additional periods of coverage have been completed under Canadian laws.

3. Periods of coverage completed after the last computation base year provided under United States laws will not be considered in determining the ratio referred to in Article VII(3) of the Agreement.

Paragraph 7

In the application of Chapter 2 of Part III of the Agreement, the United States liaison agency will notify the Canadian liaison agency of the periods of coverage which a person has completed under United States laws, along with such other information as may be necessary to determine the amount of the person's benefit.

¹ For deletion of Paragraphs 6.2 and 6.3, see Supplementary Agreement of May 10, 1983, *infra*.

Chapter 4

Miscellaneous Provisions

Paragraph 8

In accordance with measures to be agreed upon pursuant to Paragraph 3 of this Administrative Arrangement, the liaison agency of one Contracting State will, upon request of the liaison agency of the other Contracting State, furnish available information relating to the claim of any specified individual for the purpose of administering the Agreement.

Paragraph 9

The liaison agencies of the two Contracting States will exchange statistics on the payments made to beneficiaries under the Agreement for each calendar year in a form to be agreed upon. The data will include the number of beneficiaries and the total amount of benefits, by type of benefit.

Paragraph 10

This Administrative Arrangement will take effect on the date of entry into force of the Agreement^[1] and will have the same period of duration.

¹ Aug. 1, 1984.

ARRANGEMENT ADMINISTRATIF

relatif aux modalités d'application de l'Accord
sur la sécurité sociale entre le Gouvernement des
Etats-Unis d'Amérique et le Gouvernement du Canada,
conclu le 11 mars 1981.

Conformément à l'Article XII a) de l'Accord sur la sécurité sociale
entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement
du Canada, conclu le 11 mars 1981
et appelé ci-après "l'Accord", les autorités compétentes:

- pour les Etats-Unis d'Amérique:

Richard S. SCHWEIKER
Secretary of Health and Human Services

- pour le Canada:

Madame Monique BEGIN
Ministre de la Santé nationale et du Bien-Etre social

sont convenues des dispositions suivantes:

Chapitre 1

Dispositions générales

Paragraphe 1

Sont désignées comme organismes de liaison aux fins de l'administration de l'Accord et du présent Arrangement administratif:

pour les Etats-Unis,

l'Administration de la sécurité sociale, et

pour le Canada,

Programmes de Sécurité du revenu,

Ministère de la Santé nationale et du

Bien-Etre social.

Paragraphe 2

Les termes utilisés dans le présent Arrangement administratif ont le même sens que celui qui leur est donné dans l'Accord.

Paragraphe 3

Les organismes des Etats contractants conviendront des procédures et formulaires communs nécessaires à l'application de l'Accord et du présent Arrangement administratif.

[Chapitre 2]

Dispositions relatives à la couverture

Paragraphe 4

1. Lorsque les lois d'un Etat contractant sont applicables en vertu de l'article V de l'Accord, l'organisme dudit Etat contractant émettra, conformément à des règles et procédures qui seront arrêtées en commun par les organismes des deux Etats contractants et à la demande de l'employeur, du salarié ou du travailleur autonome, un certificat attestant que le salarié, ou le groupe de salariés ou le travailleur autonome en question, est assujéti à ces lois. Ledit certificat attestera que le salarié, le groupe de salariés ou le travailleur autonome est exempté des lois de l'autre Etat contractant relatives à l'assujettissement obligatoire.
2. Le certificat mentionné au sous-paragraphe 4.1 sera émis
 - au Canada:

par la Division de la Comptabilité et des recouvrements,
Ministère du Revenu national-impôt, et
 - aux Etats-Unis:
par l'Administration de la sécurité sociale.

Chapitre 3

Dispositions relatives aux prestations

Paragraphe 5

1. L'organisme de liaison de l'Etat contractant auprès duquel une demande de prestations est soumise en premier lieu, conformément à l'article XVI de l'Accord en informera l'organisme de liaison de l'autre Etat contractant sans délai, à l'aide des formulaires prévus à cette fin. Il transmettra également tout document et autre renseignement

disponible pouvant être nécessaire à l'organisme de liaison de l'autre Etat contractant pour établir le droit du requérant à des prestations conformément aux dispositions du Titre III de l'Accord. Dans le cas d'une demande de prestations d'invalidité, ledit Etat transmettra, en particulier, les constatations médicales pertinentes en sa possession concernant l'invalidité du requérant.

2. L'organisme de liaison d'un Etat contractant qui reçoit une demande soumise auprès de l'organisme de liaison de l'autre Etat contractant, fournira, sans délai, à l'organisme de liaison de l'autre Etat contractant, toute preuve et autre renseignement disponible pouvant être nécessaire pour donner suite à la demande.
3. L'organisme de liaison de l'Etat contractant auprès duquel une demande de prestations a été soumise, vérifiera l'exactitude des données touchant le requérant et les membres de sa famille. Les organismes de liaison conviendront des renseignements à vérifier.

Paragraphe 6

1. Pour l'application de l'article VII de l'Accord, l'organisme de liaison du Canada avisera l'organisme de liaison des Etats-Unis du nombre d'années créditées à une personne au titre du Régime de pensions du Canada de même que de toute autre donnée pouvant être nécessaire pour déterminer le montant des prestations de ladite personne.
2. Les prestations octroyées par l'organisme de liaison des Etats-Unis aux termes de l'article VII de l'Accord, seront calculées à nouveau conformément aux lois des Etats-Unis dans le but de tenir compte des périodes additionnelles de couverture accomplies aux termes des lois de l'un ou l'autre Etat contractant. Une demande pour un nouveau calcul sera exigée seulement lorsque des périodes additionnelles de couverture auront été accomplies en vertu des lois canadiennes.

3. Les périodes de couverture accomplies après la dernière année de base de calcul prévue par les lois des Etats-Unis, ne seront pas retenues lorsqu'il s'agit de déterminer la fraction mentionnée à l'article VII (3) de l'Accord.

Paragraphe 7

Aux fins de l'application du chapitre 2 du Titre III de l'Accord, l'organisme de liaison des Etats-Unis avisera l'organisme de liaison du Canada des périodes de couverture accomplies par une personne en vertu des lois des Etats-Unis et il fournira toute autre donnée nécessaire pour déterminer le montant des prestations de ladite personne.

Chapitre 4

Dispositions diverses

Paragraphe 8

Conformément à des mesures qui seront arrêtées en commun en vertu du paragraphe 3 du présent Arrangement administratif, l'organisme de liaison d'un Etat contractant fournira, à la demande de l'organisme de liaison de l'autre Etat contractant, les renseignements disponibles touchant la demande de tout particulier, aux fins de l'administration de l'Accord.

Paragraphe 9

Les organismes de liaison des deux Etats contractants échangeront des statistiques sur les paiements effectués aux termes de l'Accord, pour chaque année civile et selon un mode de présentation qui sera arrêté en commun. Les données comprendront le nombre de prestataires et le montant total des prestations, par genre de prestation.

Paragraphe 10

Le présent Arrangement administratif prendra effet le jour de l'entrée en vigueur de l'Accord et il sera de même durée.

1981,

DONE in duplicate at Washington, this 22nd day of May, in
English and French, both texts being equally authentic.

FAIT en double exemplaire à Washington, ce 22ème jour de
mai, en français et en anglais, les deux textes faisant
également foi.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE:

Richard S. Schweiker [1]

FOR THE GOVERNMENT OF
CANADA:

POUR LE GOUVERNEMENT DU
CANADA:

Monique Bégin [2]

¹ Richard S. Schweiker.

² Monique Bégin.

SUPPLEMENTARY AGREEMENT AMENDING THE AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF CANADA WITH RESPECT TO SOCIAL SECURITY

The Government of the United States of America and
the Government of Canada,

Having considered the Agreement on Social Security
between the United States of America and Canada, signed
March 11, 1981, (hereinafter referred to as the "Agreement")
and the Administrative Arrangement for the Implementation of
the Agreement, signed on May 22, 1981, (hereinafter referred
to as the "Administrative Arrangement"), and

Having recognized the need to improve the manner
of determining the rights to benefits under the Agreement,

Have agreed as follows:

ARTICLE I

Paragraph (3) of Article VII of the Agreement
shall be deleted and replaced by the following new
paragraph:

"(3) Where entitlement to a benefit under United
States laws is established according to the provisions of
paragraph (1) of this Article, the agency of the United
States shall compute a pro rata primary insurance amount in
accordance with United States laws based on the duration of
the person's periods of coverage credited under United
States laws. Benefits payable under United States laws
shall be based on the pro rata primary insurance amount."

ARTICLE II

Paragraphs 6.2 and 6.3 of the Administrative
Arrangement shall be deleted and Paragraph 6.1 shall be
redesignated as Paragraph 6.

ARTICLE III

This Supplementary Agreement shall enter into
force on the date of entry into force of the Agreement^[1] and
shall have the same period of validity.

¹ Aug. 1, 1984.

ACCORD SUPPLÉMENTAIRE MODIFIANT L'ACCORD ENTRE LE
GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE ET LE
GOUVERNEMENT DU CANADA EN MATIÈRE DE SÉCURITÉ SOCIALE

Le Gouvernement des États-Unis d'Amérique et le
Gouvernement du Canada,

Ayant considéré l'Accord sur la sécurité sociale
entre les États-Unis d'Amérique et le Canada, conclu le
11 mars 1981, (appelé ci-après "l'Accord") et l'Arrangement
administratif relatif aux modalités d'application de
l'Accord, conclu le 22 mai 1981, (appelé ci-après
"l'Arrangement administratif"), et

Ayant reconnu le besoin d'améliorer la façon
d'établir les droits aux prestations en vertu de l'Accord,
Sont convenus des dispositions suivantes:

ARTICLE I

L'alinéa 3) de l'article VII de l'Accord sera
supprimé et remplacé par le nouvel alinéa suivant:

"3) Lorsque l'admissibilité à une prestation aux
termes des lois des États-Unis a été établie conformément
aux dispositions du paragraphe 1) du présent article,
l'organisme des États-Unis calculera un montant d'assurance
primaire proportionnel conformément aux lois des États-Unis,
lequel sera fondé sur la durée des périodes de couverture
accomplies par une personne aux termes des lois des
États-Unis. Les prestations payables aux termes des lois
des États-Unis seront en fonction du montant proportionnel
d'assurance primaire."

ARTICLE II

Les paragraphes 6.2 et 6.3 de l'Arrangement
administratif seront supprimés et le paragraphe 6.1 sera
redésigné comme paragraphe 6.

ARTICLE III

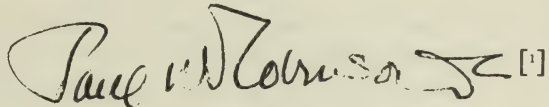
Cet Accord supplémentaire entrera en vigueur le
jour de l'entrée en vigueur de l'Accord et il sera de même
durée.

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Supplementary Agreement.

DONE in duplicate at Ottawa, this 10th day of *July* 1983 in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet, ont signé le présent Accord supplémentaire.

FAIT en double exemplaire à Ottawa, ce 10^{ème} jour de *mai* 1983 dans les langues française et anglaise, chaque version faisant également foi.



For the Government of the
United States of America
Pour le Gouvernement des
États-Unis d'Amérique

[SEAL]



For the Government of Canada
Pour le Gouvernement du Canada

[SEAL]

¹ Paul H. Robinson, Jr.

² Monique Begin.

THE GOVERNMENT OF THE UNITED

STATES OF AMERICA

AND THE GOVERNMENT OF QUEBEC

Resolved to cooperate in the field of social security,

Desirous of concluding an Understanding to facilitate the application of a mutually beneficial arrangement in this field,

In view of the Social Security Agreement between Canada and the United States signed on March 11, 1981,

Have agreed as follows:

PART I
General Provisions
Article I

For the purpose of this Understanding:

- (1) "Territory" means,

as regards the United States, the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa, and

as regards Québec, the territory of Québec;

- (2) "National" means,

as regards the United States, a national of the United States as defined in Section 101, Immigration and Nationality Act of 1952, as amended, and as regards Québec, a citizen of Canada residing in Québec or, if not residing therein, who is subject or has been subject to the laws specified in Article II(1)(b);

- (3) "Laws" means,

the laws and regulations specified in Article II;

- (4) "Competent Authority" means,

as regards the United States, the Secretary of Health and Human Services, and

as regards Québec, the Minister or Ministers responsible for the application or the administration of the laws specified in Article II(1)(b);

- (5) "Agency" means,

as regards the United States, the Social Security Administration, and

as regards Québec, for matters related to the collection of contributions, the Ministère du Revenu du Québec; for all other matters, the Régie des rentes du Québec;

- (6) "Period of coverage" means,

a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the laws under which such period has been completed, or any similar period insofar as it is recognized by such laws as equivalent to a period of coverage;

- (7) "Benefit" means,

any benefit provided for in the laws of either Party;

- (8) "Stateless person" means,

a person defined as a stateless person in Article I of the Convention Relating to the Status of Stateless Persons dated September 28, 1954;

- (9) "Refugee" means,

a person defined as a refugee in Article I of the Convention Relating to the Status of Refugees dated July 28, 1951, and the Protocol to that Convention dated January 31, 1967.

Article II

(1) For the purpose of this Understanding, the applicable laws are:

(a) as regards the United States, the laws governing the Federal Old-Age, Survivors and Disability Insurance Program:

(i) Title II of the Social Security Act and regulations pertaining thereto, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,

and

(ii) Chapter 2 and Chapter 21 of the Internal Revenue Code of 1954 and regulations pertaining to those chapters;

(b) as regards Québec:

The Act concerning the Québec Pension Plan.

(2) Unless otherwise provided in this Understanding, the applicable laws referred to in paragraph (1) of this Article do not include undertakings entered into by the United States or Québec with third parties, or laws and regulations promulgated for the implementation of such undertakings.

(3) This Understanding shall also apply to laws amending the laws specified in paragraph (1) of this Article and to agreements between the Government of Québec and the Government of Canada concluded for purposes of coordinating their respective pension plans.

Article III

Unless otherwise provided, this Understanding shall apply to:

- (a) nationals,
- (b) refugees,
- (c) stateless persons,
- (d) other persons with respect to the rights they derive from a national, a refugee, or a stateless person, and
- (e) nationals of a third party not included among the persons mentioned in paragraph (d) of this Article.

Article IV

- (1) Unless otherwise provided in this Understanding, the persons designated in Article III (a), (b), (c) or (d) who reside in the territory of either Party shall, in the application of the laws of a Party, receive equal treatment, with respect to the payment of benefits, with the nationals of that Party.
- (2) Nationals of a Party who reside outside the territories of both Parties shall receive benefits provided by the laws of the other Party under the same conditions which the other Party applies to its own nationals who reside outside the territories of both Parties.
- (3) Unless otherwise provided in this Understanding, the laws of a Party under which entitlement to or payment of cash benefits is dependent on residence or presence in the territory of that Party shall not be applicable to the persons designated in Article III who reside in the territory of the other Party.
- (4) As regards the laws of Québec, paragraph (1) of this Article is extended to persons designated in Article III (e).

PART II

Provisions on Coverage

Article V

- (1) Except as otherwise provided in this Article, an employed person who works in the territory of one of the Parties shall, in respect of that work, be subject to the laws of only that Party.
- (2) (a) Where an employed person is subject to the laws of one of the Parties in respect of work performed for an employer having a place of business in the territory of that Party and is then required by that employer to work in the territory of the other Party, the person shall be subject to the laws of only the first Party in respect of that work, as if it were performed in the territory of the first Party. The preceding sentence shall apply provided that the period of work in the territory of the other Party does not exceed 60 months.
- (b) For the purpose of subparagraph (a), where a person is required to work in the territory of the other Party for intermittent periods of short duration, each such period shall be considered a separate period of work.

- (c) With the prior mutual consent of the Competent Authorities of the Parties, subparagraph (a) shall also apply:
 - (i) where the employer does not have a place of business in the territory of the first Party, or
 - (ii) where the period of work in the other Party exceeds or is expected to exceed 60 months.
- (3) This Article shall not apply to the categories of persons mentioned in the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, and of the Vienna Convention on Consular Relations of April 24, 1963, unless the immunities and privileges with respect to the payment of Social Security contributions of such persons have been waived, or such persons are among the persons mentioned in subparagraph (4) (b) (ii) of this Article.
- (4) (a) Except as provided in subparagraph (b), this Article shall not apply to a person employed in the Government service of one of the Parties.
- (b) Where a person is employed in the Government service of one of the Parties, the following rules shall apply:

- (i) a person in the Government service of one Party who is sent to work within the territory of the other Party shall be subject to the laws of only the first Party in respect of that services;
 - (ii) a person hired locally to work for the United States Government in Québec shall be subject to the laws of Québec unless the person is a national of the United States or, since before entry into force of the Understanding, participated in the Civil Service Retirement System of the United States or other United States Government-financed pension plan and has elected not to participate in the Québec Pension Plan.
- (c) For the purposes of this paragraph, "Government service" means,
- (i) as regards the United States, service in the employ of the Government of the United States or any instrumentality thereof;
 - (ii) as regards Québec, service in the employ of the Government of Québec.
- (5) Where, but for this Article, a person would be covered under United States laws as well as under the Act concerning the Québec Pension Plan in respect of employment as an officer or member of the crew on a ship or aircraft, that person shall, in respect of that employment, be subject only to the Act concerning the Québec Pension Plan if that person is a resident of Québec or contributes to the Québec Pension Plan while residing elsewhere in Canada, and only to United States laws in any other case.

- (6) Where, but for this Article, a person would be covered under the laws of both Parties in respect of earnings from self-employment, that person shall, in respect thereof, be subject only to the laws of Québec if that person is considered to be resident in Québec for the purposes of the relevant provisions of those laws, and only to United States laws in any other case.
- (7) Where, but for this Article, a person would be covered under the laws of both Parties in respect of an activity that is considered to be self-employment by one of the Parties and employment by the other Party, that activity shall be treated according to the provisions of this Article respecting self-employment if the person is a resident of the first Party and according to the provisions of this Article respecting employment in any other case.
- (8) Where, by virtue of this Article, a person would be subject to the laws of Québec but coverage is not effected under those laws, the person shall be subject to United States laws.
- (9) The Understanding shall not result in coverage under United States laws if those laws do not provide for the collection of contributions with respect to such coverage. Article V(1) shall apply when Article V(2) is not applicable as a result of the preceding sentence.

- (10) Where a person covered under the laws of a Party in accordance with this Understanding is also covered under the laws of the other Party or a third Party in accordance with the provisions of an undertaking entered into by the United States or by Québec with a third Party, the Competent Authorities of the two Parties may agree to exclude the person from the application of this Understanding.
- (11) The Competent Authorities of the two Parties may, by common agreement, make exceptions in the application of this Article in respect of any person or category of persons.

PART III

Provisions on Benefits

Chapter I

Provisions Applicable to the United States

Article VI

- (1) Where a person has completed at least six quarters of coverage under United States laws, but does not have sufficient quarters of coverage to satisfy the requirements for entitlement to benefits under United States laws, periods of coverage completed under the Act concerning the Québec Pension Plan shall be taken into account to the extent they do not coincide with calendar quarters already credited as quarters of coverage under United States laws.
- (2) In determining eligibility for benefits under paragraph (1) of this Article, the agency of the United States shall credit four quarters of coverage for every year of contributions under the Act concerning the Québec Pension Plan certified as creditable by the agency of Québec; however, no quarter of coverage shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed four.

- (3) Where entitlement to a benefit under United States laws is established according to the provisions of paragraph (1) of this Article, the agency of the United States shall compute a pro rata primary insurance amount in accordance with United States laws based on the duration of a worker's periods of coverage completed under United States laws. Benefits payable under United States laws shall be based on the pro rata primary insurance amount.
- (4) Entitlement to a benefit from the United States which results from paragraph (1) of this Article shall terminate with the acquisition of sufficient periods of coverage under United States laws to establish entitlement to an equal or higher benefit without the need to invoke the provisions of paragraph (1) of this Article.

Chapter 2

Provisions Applicable to Québec

Article VII

(1) In this Article, "benefit" means,

- (a) a retirement pension,
- (b) an orphan's benefit or a disabled contributor's child's benefit,
- (c) a death benefit,
- (d) a disability pension, or
- (e) a survivor's pension

payable under the Act concerning the Québec Pension Plan.

(2) If a person is not entitled to a benefit because of insufficient periods of coverage under the Québec Pension Plan, entitlement to the benefit may be determined by totalizing periods of coverage under the laws of both Parties in accordance with paragraph (3) of this Article, to the extent that they do not coincide.

- (3) Subject to the provisions governing the contributory period under the Act concerning the Québec Pension Plan, to establish entitlement to a benefit by means of totalization, a year in which at least one quarter of coverage is credited under the laws of the United States shall be deemed to be a year in which contributions were made under the Act concerning the Québec Pension Plan.
- (4) The agency of Québec shall calculate the benefit payable under the provisions of paragraph (2) preceding in the following manner:
 - (a) Compute the amount of the earnings-related benefit under the Act concerning the Québec Pension Plan;
 - (b) Add to this benefit, the amount of the flat rate benefit under the Act concerning the Québec Pension Plan adjusted by the ratio that the periods of coverage under the Act concerning the Québec Pension Plan represent in relation to the contributory period, subject to the provisions governing such period under the Act concerning the Québec Pension Plan.

PART IV

Miscellaneous Provisions

Article VIII

The Competent Authorities of the two Parties shall:

- (a) Conclude an Administrative Arrangement and make such other arrangements as may be necessary for the application of this Understanding;
- (b) Communicate to each other information concerning the measures taken for the application of this Understanding;
and
- (c) Communicate to each other, as soon as possible, information concerning all changes in their respective laws which may affect the application of this Understanding.

Article IX

The Competent Authorities and agencies of the Parties, within the scope of their respective authorities, shall assist each other in implementing this Understanding.

Article X

- (1) Where the laws of a Party provide that any document which is submitted to the Competent Authority or an agency of that Party shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to documents which are submitted to the Competent Authority or an agency of the other Party in accordance with its laws.

- (2) Copies of documents which are certified as true and exact copies by the agency of one Party shall be accepted as true and exact copies by the agency of the other Party, without further certification. The agency of each Party shall be the final judge of the probative value of the evidence submitted to it from whatever source.

Article XI

Benefits shall be payable without any deductions for administrative costs, transfer fees or any other expenses incurred for the payment of such benefits.

Article XII

- (1) The Competent Authorities and agencies of the Parties may correspond directly with each other and with any person wherever the person may reside whenever it is necessary for the administration of this Understanding. The correspondence may be in the official languages of either Party.
- (2) No application or document may be rejected by a Competent Authority or an agency solely on the grounds that it is written in the official language of the other Party.

Article XIII

- (1) A written application for benefits filed with an agency of one Party shall protect the rights of the claimants under the laws of the other Party if the applicant
 - (a) requests that it be considered an application under the laws of the other Party, or
 - (b) provides information, at the time of application, indicating that the person on whose record benefits are claimed has completed periods of coverage under the laws of the other Party.
- (2) An application for benefits under the laws of one Party, which is filed with the agency of the other Party in accordance with paragraph (1) of this Article, shall be adjudicated by the agency of the first Party under the applicable provisions of its laws.
- (3) An applicant may request that an application filed with an agency of one Party be effective on a different date in the other Party within the limitations of and in conformity with the laws of the other Party.
- (4) The provisions of Part III of this Understanding shall apply only to an application for benefits which is filed on or after the date this Understanding enters into force.

Article XIV

- (1) A written appeal of a determination made by the agency of one Party may be validly filed with an agency of either Party. The appeal shall be dealt with according to the appeal procedure of the laws of the Party whose decision is being appealed.
- (2) Any claim, notice or written appeal which, under the laws of one Party, must have been filed within a prescribed period with the agency of that Party, but which is instead filed within the same prescribed period with the agency of the other Party, shall be considered to be filed on time and shall be forthwith transmitted to the agency of the first Party.

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Article XV

Unless disclosure is required under the statutes of a Party, information about an individual which is transmitted, in accordance with the Understanding, to that Party by the other Party is confidential and shall be used exclusively for the purposes of implementing this Understanding. Such information received by a Party shall be governed by the statutes of that Party for the protection of privacy and confidentiality of personal data.

PART V

Transitional and Final Provisions

Article XVI

- (1) No provision of this Understanding shall confer any right
 - (a) to receive a pension, allowance or benefit for a period before the date of the entry into force of the Understanding, or
 - (b) to receive a lump-sum death benefit if the person died before the entry into force of the Understanding.
- (2) In the implementation of this Understanding, consideration shall also be given to periods of coverage and other events relevant to rights under the laws occurring before the entry into force of this Understanding, except that neither Party shall take into account periods of coverage occurring prior to the effective date of its laws.
- (3) Determinations made before the entry into force of this Understanding shall not affect rights arising under it.
- (4) This Understanding shall not result in the reduction of the amounts of benefits already established because of its entry into force.
- (5) The period of work referred to in the last sentence of Article V(2)(a) shall be measured beginning on or after the date on which this Understanding enters into force.

Article XVII

- (1) This Understanding shall remain in force and effect until the first of the following dates:

-December 31 of the calendar year following the year in which written notice of its denunciation is given by one of the Parties to the other Party;

or the date the Social Security Agreement between Canada and the United States signed on March 11, 1981 ceases to remain in force and effect.

- (2) If this Understanding is terminated by denunciation, rights regarding entitlement to or payment of benefits acquired under it shall be retained; the Parties shall make arrangements dealing with rights in the process of being acquired.

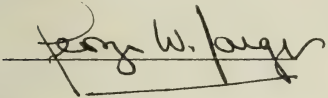
Article XVIII

This Understanding shall enter into force on the first day of the second month following the month in which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Understanding.^[1]

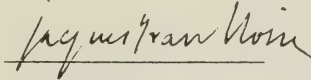
In witness whereof, the undersigned representatives of the Parties being duly authorized thereto, have signed the present Understanding.*

Done at *Québec* on *30 March 1983* in duplicate in the English and French languages, both texts being equally authentic.

For the Government of the
United States of America

^[2]

For the Government
of Québec

^[3]
[SEAL]

¹ Aug. 1, 1984.

² George W. Jaeger.

³ Jacques-Yvan Morin.

Administrative Arrangement for the Implementation of the
Understanding between the Government of the United States of
America and the Government of Québec on Social Security

In conformity with Article VIII(a) of the Understanding
between the Government of the United States of America and the
Government of Québec on Social Security of this date,
hereinafter referred to as "The Understanding", the following
provisions have been agreed upon:

Chapter 1

General Provisions

Article 1

The following are designated as liaison agencies for the
purposes of administering the Understanding and this
Arrangement:

For the United States,

The Social Security Administration, and

For Québec,

Le secrétariat de l'administration des
Ententes de sécurité sociale.

Article 2

Terms used in this Administrative Arrangement will have the same meaning as in the Understanding.

Article 3

The agencies of the Parties will agree upon joint procedures and forms necessary for the implementation of the Understanding and this Administrative Arrangement.

Chapter 2

Provisions on Coverage

Article 4

- (1) Where the laws of a Party are applicable in accordance with Article V of the Understanding, the agency of that Party will issue, in accordance with procedures to be agreed upon and at the request of the employer, employee, or self-employed person, a certificate stating that the concerned employee, or self-employed person, is covered by those laws. The certificate will be evidence that the employee or self-employed person is exempt from the laws on compulsory coverage of the other Party.
- (2) The certificate referred to in Paragraph 1 of this article will be issued:
- (i) In the United States:
- By the Social Security Administration
- (ii) In Québec:
- By the Ministère du Revenu du Québec.

Chapter 3
Provisions on Benefits

Article 5

- (1) The liaison agency of the Party with which an application for benefits is first filed in accordance with Article XIII of the Understanding will inform the liaison agency of the other Party of this fact without delay, using forms established for this purpose. It will also transmit documents and such other available information as may be necessary for the liaison agency of the other Party to establish the right of the applicant to benefits according to the provisions of Part III of the Understanding. In the case of an application for disability benefits, it will, in particular, transmit relevant medical evidence in its possession concerning the disability of the applicant.
- (2) The liaison agency of a Party which receives an application filed with the liaison agency of the other Party will, without delay, provide the liaison agency of the other Party with such evidence and other available information as may be required to complete action on the claim.
- (3) The liaison agency of the Party with which an application for benefits has been filed will verify the accuracy of the information pertaining to the applicant and his family members. The types of information to be verified will be agreed upon by the liaison agencies.
- (4) Certification by a liaison agency of information pertaining to civil status or vital statistics exempts the transmission of the probative documents to the other agency. The first agency shall furnish those documents or certified copies thereof which may be obtained upon request of the other agency.

Article 6

In the application of Article VI of the Understanding, the Québec liaison agency will notify the United States liaison agency of the years in which a person is credited with coverage under the Act concerning the Québec Pension Plan along with such other information as may be necessary to determine the amount of the person's benefit.

Article 7

In the application of Chapter 2 of Part III of the Understanding, the United States liaison agency will notify the Québec liaison agency of the periods of coverage which a person has completed under United States laws, along with such other information as may be necessary to determine the amount of the person's benefit.

Chapter 4

Miscellaneous Provisions

Article 8

In accordance with measures to be agreed upon pursuant to Article 3 of this Administrative Arrangement, the liaison agency of one Party will, upon request of the liaison agency of the other Party, furnish available information relating to the claim of any specified individual for the purpose of administering the Understanding.

Article 9

Where administrative assistance is requested under the Understanding, expenses other than regular personnel and operating costs of the Competent Authorities and agencies providing the assistance shall be reimbursed in accordance with procedures to be agreed upon by the agencies.

Article 10

The liaison agencies of the two Parties will exchange statistics on the payments made to beneficiaries under the Understanding for each calendar year in a form to be agreed upon. The data will include the number of beneficiaries and the total amount of benefits, by type of benefit.

Article 11

This Administrative Arrangement will take effect on the date of entry into force of the Understanding and will have the same period of duration.

Done at Québec (Québec) on 30 March 1983.

in duplicate in the English and French languages, both texts being equally authentic.

For the Government of
the United States of
America

George W. Packer

For the Government
of Québec

Jacques Van Woin

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

ET

LE GOUVERNEMENT DU QUEBEC

Désireux de coopérer dans le domaine de la sécurité sociale,

Souhaitant conclure une Entente pour permettre l'application
d'un arrangement à leur avantage mutuel en ce domaine,

Vu l'accord de sécurité sociale entre le Canada et les Etats-
Unis signé le 11 mars 1981,

Sont convenus de ce qui suit:

TITRE I

DISPOSITIONS DIVERSES

Article I

Aux fins de la présente Entente:

(1) "territoire" désigne,

pour les Etats-Unis, les Etats, le district de Columbia, le commonwealth de Porto Rico, les îles Vierges, Guam et les Samoa américaines, et

pour le Québec, le territoire du Québec;

(2) "ressortissant" désigne,

pour les Etats-Unis, un ressortissant des Etats-Unis selon la définition donnée à l'article 101 de "Immigration and Nationality Act of 1952", sous sa forme modifiée, et pour le Québec, un citoyen du Canada qui réside au Québec ou, s'il n'y réside pas, est ou a été soumis à la législation citée à l'alinéa b du paragraphe 1 de l'article II;

(3) "lois" désigne,

les lois et règlements énoncés à l'article II;

(4) "autorité compétente" désigne,

pour les Etats-Unis, "the Secretary of Health and Human Services", et

pour le Québec, le ministre ou les ministres responsables de l'application ou de l'administration de la législation citée à l'alinéa b du paragraphe 1 de l'article II;

- (5) "organisme" désigne,

pour les Etats-Unis, "the Social Security Administration",
et pour le Québec, le Ministère du Revenu du Québec en ce
qui a trait à la perception des contributions; la Régie
des rentes du Québec pour tout autre sujet;

- (6) "période d'assurance" désigne,

une période de paiement de cotisations ou une période de
gains provenant d'un emploi ou d'un travail autonome,
selon la définition donnée ou reconnue comme période
d'assurance par les lois en vertu desquelles cette pé-
riode d'assurance a été accomplie, ou toute autre période
analogue dans la mesure où elle est reconnue en vertu de
ces lois comme équivalant à une période d'assurance;

- (7) "prestation" désigne,

toute prestation prévue aux termes des lois de l'une ou
de l'autre des Parties;

- (8) "apatride" désigne,

une personne apatride au sens de l'article 1 de la
Convention du 28 septembre 1954 relative au statut des
apatrides;

- (9) "réfugié" désigne,

une personne réfugiée au sens de l'article 1 de la
Convention du 28 juillet 1951 relative au statut des
réfugiés et du Protocole du 31 janvier 1967 annexé à
cette Convention.

Article 11

(1) Aux fins de la présente Entente, les lois applicables sont les suivantes:

a) pour les Etats-Unis, les lois suivantes régissant le Programme fédéral d'assurance à l'intention des personnes âgées, des survivants et des invalides:

(i) Titre II de "The Social Security Act" et du règlement d'application, à l'exception des articles 226, 226A et 228 de ce titre ainsi que des dispositions du règlement d'application se rattachant à ces articles,

et

(ii) le chapitre 2 et le chapitre 21 de "The Internal Revenue Code of 1954" et les dispositions du règlement d'application se rattachant à ces chapitres;

b) pour le Québec:

La Loi sur le régime de rentes du Québec.

(2) Sauf disposition contraire dans la présente Entente, les lois applicables mentionnées au paragraphe 1 du présent article ne comprennent pas les engagements assumés par les Etats-Unis ou le Québec à l'égard d'une tierce partie ainsi que les lois ou règlements d'application de ces engagements.

(3) La présente Entente s'applique également aux lois modifiant les lois mentionnées au paragraphe 1 du présent article ainsi qu'aux Ententes conclues entre le gouvernement du Québec et le gouvernement du Canada pour les fins de coordination de leurs régimes respectifs.

Article III

Sauf disposition contraire, la présente Entente s'applique:

- a) aux ressortissants,
- b) aux réfugiés,
- c) aux apatrides,
- d) à toute personne en ce qui concerne les droits acquis du chef d'un ressortissant, d'un réfugié ou d'un apatride, et
- e) aux ressortissants d'une tierce partie qui ne sont pas compris parmi les personnes mentionnées à l'alinéa d du présent article.

Article IV

- (1) Sauf disposition contraire dans la présente Entente, les personnes désignées aux alinéas a, b, c ou d de l'article III qui résident sur le territoire de l'une ou l'autre des Parties reçoivent, dans l'application des lois d'une Partie, le même traitement relativement au paiement des prestations que celui des ressortissants de cette Partie.
- (2) Les ressortissants d'une Partie qui résident hors du territoire des deux Parties reçoivent les prestations prévues par les lois de l'autre Partie dans les mêmes conditions que celles qu'elle applique à ses propres ressortissants résidant hors du territoire des deux Parties.
- (3) Sauf disposition contraire dans la présente Entente, les lois d'une Partie en vertu desquelles le droit à des prestations en espèces ou le versement de celles-ci est assujéti à des conditions de résidence ou de présence sur le territoire de cette Partie, ne seront pas applicables aux personnes désignées à l'article III qui résident dans le territoire de l'autre Partie.
- (4) Pour l'application des lois du Québec, le paragraphe 1 du présent article s'étend aux personnes désignées à l'alinéa e de l'article III.

TITRE II

L'ASSUJETISSEMENT

Article V

- (1) Sauf disposition contraire dans le présent article, le salarié qui travaille sur le territoire de l'une des Parties est assujetti, en ce qui a trait à ce travail, aux seules lois de cette Partie.
- (2) a) Lorsqu'un salarié, assujetti aux lois de l'une des Parties relativement à un travail accompli pour un employeur ayant une place d'affaires sur le territoire de cette Partie, est ensuite tenu par cet employeur de travailler sur le territoire de l'autre Partie, ce salarié est assujetti aux seules lois de la première Partie en ce qui a trait à ce travail, comme s'il était exécuté sur le territoire de la première Partie. Cette règle s'applique à la condition que la période de travail sur le territoire de l'autre Partie ne dépasse pas 60 mois.
- b) Aux fins de l'alinéa a, lorsqu'une personne est tenue de travailler sur le territoire de l'autre Partie pendant des périodes intermittentes de brève durée, chacune de ces périodes doit être considérée comme une période distincte de travail.
- c) Sous réserve de l'approbation préalable des autorités compétentes des Parties, les dispositions de l'alinéa a s'appliquent également:
- (i) lorsqu'un employeur n'a pas de place d'affaires sur le territoire de la première Partie, ou
 - (ii) lorsque la période de travail sur le territoire de l'autre Partie dépasse 60 mois ou lorsqu'il est prévu qu'elle dépassera cette durée.

- (3) Le présent article ne s'applique pas aux catégories de personnes mentionnées dans les dispositions de la Convention de Vienne du 18 avril 1961 sur les relations diplomatiques et de la Convention de Vienne du 24 avril 1963 sur les relations consulaires, à moins que ces personnes n'aient renoncé à leur immunité et privilèges relativement au paiement de cotisations de sécurité sociale ou que ces personnes ne soient visées aux sous-alinéas ii de l'alinéa b du paragraphe 4 du présent article.
- (4) a) Sauf dans la mesure prévue à l'alinéa b, le présent article ne s'applique pas à une personne qui occupe un emploi d'Etat pour l'une des Parties.
- b) Lorsqu'une personne occupe un emploi d'Etat pour l'une des Parties, les règles suivantes s'appliquent:
- (i) toute personne qui occupe un emploi d'Etat pour l'une des Parties et qui est affectée à un travail sur le territoire de l'autre Partie, est assujettie aux seules lois de la première Partie en ce qui a trait à cet emploi;
- (ii) toute personne embauchée localement pour occuper un emploi d'Etat pour le Gouvernement des Etats-Unis au Québec est assujettie à la loi du Québec, à moins que cette personne ne soit un ressortissant des Etats-Unis ou qu'elle ne participait déjà, avant l'entrée en vigueur de l'Entente, au régime de pensions des employés gouvernementaux des Etats-Unis ou à tout autre régime de pensions de ce gouvernement et qu'elle n'a pas choisi d'adhérer au régime de rentes du Québec.

- c) Aux fins du présent paragraphe, l'expression "emploi d'Etat" désigne,
- (i) pour les Etats-Unis, le service à l'emploi du Gouvernement des Etats-Unis ou de tout organisme mandataire;
 - (ii) pour le Québec, le travail à l'emploi du Gouvernement du Québec;
- (5) Lorsque, n'eût été le présent article, une personne aurait été assujettie aux lois des Etats-Unis ainsi qu'à la Loi sur le régime de rentes du Québec relativement à un emploi à titre d'officier ou membre de l'équipage d'un navire ou d'un aéronef, cette personne n'est assujettie, en ce qui a trait à cet emploi, qu'à la Loi sur le régime de rentes du Québec si elle réside au Québec ou cotise au régime de rentes du Québec alors qu'elle réside ailleurs au Canada, et qu'aux lois des Etats-Unis dans tous les autres cas.
- (6) Lorsque, n'eût été le présent article, une personne aurait été assujettie aux lois des deux Parties relativement aux gains provenant d'un travail autonome, cette personne n'est assujettie, en ce qui a trait à ce travail, qu'à la Loi sur le régime de rentes du Québec si elle est considérée comme résidant au Québec aux fins des dispositions pertinentes de cette loi, et uniquement aux lois des Etats-Unis dans tous les autres cas.
- (7) Lorsque, n'eût été le présent article, une personne aurait été assujettie aux lois des deux Parties en ce qui a trait à une activité considérée comme un travail autonome par l'une des Parties et comme un travail salarié par l'autre Partie, cette activité doit être soumise aux dispositions du présent article concernant le travail autonome si la personne réside sur le territoire de la première Partie, et aux dispositions du présent article concernant le travail salarié dans tous les autres cas.

- (8) Lorsque, en vertu du présent article, une personne serait assujettie à la loi du Québec alors que cette loi ne prévoit pas la perception de cotisations pour un tel assujettissement, cette personne sera assujettie aux lois des Etats-Unis.
- (9) La présente Entente ne permet pas l'assujettissement aux lois des Etats-Unis lorsque celles-ci ne prévoient pas la perception de cotisations pour un tel assujettissement. Le paragraphe 1 de l'article V s'appliquera lorsque le paragraphe 2 de l'article V n'est pas applicable en raison de la règle qui précède.
- (10) Lorsqu'une personne est assujettie aux lois d'une Partie en vertu de la présente Entente et est également assujettie aux lois de l'autre Partie ou aux lois d'une tierce partie en vertu d'un engagement assumé par les Etats-Unis ou le Québec à l'égard d'une tierce partie, les autorités compétentes des deux Parties peuvent convenir d'exclure cette personne du champ d'application de la présente Entente.
- (11) Les autorités compétentes des deux Parties peuvent convenir d'une dérogation au présent article à l'égard d'une personne ou d'une catégorie de personnes.

TITRE III

LES PRESTATIONS

Chapitre I

Dispositions applicables aux Etats-Unis

Article VI

- (1) Lorsqu'une personne a accompli au moins six trimestres d'assurance à son crédit en vertu des lois des Etats-Unis, mais ne justifie pas d'un nombre suffisant de trimestres d'assurance pour ouvrir droit aux prestations prévues aux termes des lois des Etats-Unis, il sera tenu compte des périodes d'assurance créditées en vertu de la Loi sur le régime de rentes du Québec dans la mesure où celles-ci ne coïncident pas avec des trimestres déjà crédités en tant que trimestres d'assurance en vertu des lois des Etats-Unis.
- (2) Lorsqu'il s'agit de déterminer l'admissibilité aux prestations en vertu du paragraphe 1 du présent article, l'organisme des Etats-Unis crédite quatre trimestres d'assurance pour chaque année de contributions certifiées conformément à la Loi sur le régime de rentes du Québec. Aucun trimestre d'assurance ne doit toutefois être crédité pour un trimestre quelconque qui a déjà été crédité en vertu des lois des Etats-Unis. Le nombre total de trimestres d'assurance qui pourra être crédité pour un an, ne devra pas dépasser quatre.

- (3) Lorsque l'admissibilité à une prestation en vertu des lois des Etats-Unis a été établie conformément aux dispositions du paragraphe 1 du présent article, l'organisme des Etats-Unis calcule un montant initial proportionnel en vertu des lois des Etats-Unis tenant compte de l'ensemble des périodes d'assurance accomplies en vertu des lois des Etats-Unis. Les prestations payables en vertu des lois des Etats-Unis sont versées sur la base du montant initial proportionnel de la prestation.
- (4) Le droit à une prestation payable par les Etats-Unis en vertu du paragraphe 1 du présent article, prend fin lorsqu'un nombre suffisant de périodes d'assurance est accompli en vertu des lois des Etats-Unis permettant ainsi d'établir le droit à un montant de prestation égal ou supérieur sans qu'il soit nécessaire d'avoir recours aux dispositions du paragraphe 1 du présent article.

Chapitre 2

Dispositions applicables au Québec

Article VII

- (1) Aux fins du présent article, le terme "prestation" désigne:

- a) une prestation de retraite,
- b) une prestation d'orphelin ou une prestation d'enfant de cotisant invalide,
- c) une prestation de décès,
- d) une prestation d'invalidité, ou
- e) une prestation de survivant

payable en vertu de la Loi sur le régime de rentes du Québec.

- (2) Lorsqu'une personne n'est pas admissible à une prestation, faute de périodes suffisantes de couverture en vertu du Régime de rentes du Québec, le droit à cette prestation peut être déterminé en totalisant des périodes de couverture accomplies en vertu des lois des deux Parties conformément au paragraphe 3 du présent article, dans la mesure toutefois où ces périodes ne coïncident pas.

- (3) Sous réserve des dispositions relatives à la période cotisable en vertu de la Loi sur le régime de rentes du Québec, une année dans laquelle au moins un trimestre d'assurance est crédité aux termes des lois des Etats-Unis est considérée comme étant une année au cours de laquelle des cotisations ont été versées en vertu de la Loi sur le régime de rentes du Québec aux fins de l'établissement du droit à une prestation par voie de totalisation.
- (4) L'organisme du Québec calcule le montant des prestations payables en vertu des dispositions du paragraphe 2 qui précède, de la manière suivante:
- a) calculer le montant de la prestation établi en fonction des gains selon les dispositions de la Loi sur le régime de rentes du Québec;
 - b) ajouter à ce montant, la prestation à taux uniforme prévue par la Loi sur le régime de rentes du Québec et ajustée au prorata des périodes d'assurance accomplies en vertu de la Loi sur le régime de rentes du Québec par rapport à la période cotisable, sous réserve des dispositions relatives à une telle période, en vertu de la loi sur le régime de rentes du Québec.

TITRE IV

DISPOSITIONS DIVERSES

Article VIII

Les autorités compétentes des deux Parties:

- a) concluront un Arrangement administratif et prendront, d'un commun accord, toutes dispositions requises en vue de l'application de la présente Entente,
- b) se communiquent toute information touchant les mesures prises en vue de l'application de la présente Entente, et
- c) se communiquent, dès que possible, les renseignements touchant toutes les modifications à leurs lois respectives qui peuvent avoir une incidence sur l'application de la présente Entente.

Article IX

Les autorités compétentes et les organismes des Parties, dans la limite de leur compétence respective, se prêtent mutuellement assistance pour l'application de la présente Entente.

Article X

- (1) Lorsque les lois d'une Partie prévoient qu'un document soumis à l'autorité compétente ou à un organisme de cette Partie est exempté, en tout ou en partie, des frais ou charges, y compris les droits consulaires et les frais administratifs, cette exemption s'applique également aux documents soumis à l'autorité compétente ou à un organisme de l'autre Partie conformément à ses lois.
- (2) Toute copie de document certifiée conforme par l'organisme d'une Partie doit être acceptée comme étant une copie conforme par l'organisme de l'autre Partie sans autre certification. L'organisme de chaque Partie juge en dernier ressort de la valeur probante du document qui lui est soumis.

TIAS 10813

Article XI

Les prestations sont payables aux bénéficiaires sans aucune déduction pour frais d'administration, frais de transfert ou tout autre frais pouvant être encouru aux fins du versement de ces prestations.

Article XII

- (1) Les autorités compétentes et organismes des Parties peuvent correspondre directement entre eux de même qu'avec toute personne, quelque soit son lieu de résidence, chaque fois qu'il est utile de le faire en vue de l'administration de la présente Entente. Cette correspondance se fait dans la langue officielle de l'une ou l'autre Partie.
- (2) Une demande ou un document ne peut être rejeté par une autorité compétente ou un organisme pour la seule raison qu'il est écrit dans la langue officielle de l'autre Partie.

Article XIII

- (1) Toute demande de prestation soumise par écrit à l'organisme d'une Partie protège les droits des requérants aux fins des lois de l'autre Partie lorsque le requérant:
 - a) requiert qu'elle soit considérée comme une demande en vertu des lois de l'autre Partie, ou
 - b) fournit des données, au moment de la demande, indiquant que la personne dont les dossiers font l'objet de la demande de prestation, a accompli des périodes d'assurance en vertu des lois de l'autre Partie.
- (2) Toute demande de prestation faite en vertu des lois d'une Partie, soumise à l'organisme de l'autre Partie conformément au paragraphe 1 du présent article, doit être instruite par l'organisme de la première Partie conformément à ses propres lois.
- (3) Un requérant peut réclamer qu'une demande soumise auprès d'un organisme d'une Partie prenne effet à une date différente auprès de l'autre Partie pourvu que cette date soit acceptable en vertu des lois de l'autre Partie.
- (4) Les dispositions du Titre III de la présente Entente ne s'appliquent qu'à une demande de prestation présentée à compter du jour de l'entrée en vigueur de l'Entente.

Article XIV

- (1) Un recours présenté par écrit à l'encontre d'une décision rendue par l'organisme de l'une ou l'autre des Parties peut être valablement présenté à l'organisme de l'autre Partie. Ce recours est instruit conformément à la procédure prévue par les lois de la Partie dont la décision est contestée.
- (2) Les demandes, avis ou recours qui, en vertu des lois d'une Partie, auraient dû être présentés par écrit dans un délai prescrit à l'organisme de cette Partie, mais qui ont été présentés dans le même délai à l'organisme de l'autre Partie, sont réputés avoir été présentés dans le délai prescrit à l'organisme de la première Partie. Dans ce cas, l'organisme de la deuxième Partie transmet, dès que possible, ces demandes, avis ou recours à l'organisme de la première Partie.

Article XV

A moins que les lois de la première Partie n'en exigent la divulgation, les renseignements sur une personne qui sont transmis, conformément à la présente Entente, à une Partie par l'autre Partie, sont confidentiels et utilisés exclusivement aux fins de l'application de la présente Entente. Tout renseignement de cette nature reçu par une Partie est assujettie aux lois de cette Partie concernant la protection de la vie privée et la confidentialité des renseignements personnels.

Titre V

DISPOSITIONS TRANSITOIRES ET FINALES

Article XVI

- (1) Aucune disposition de la présente Entente n'a pour effet d'ouvrir droit:
 - a) à une prestation pour une période précédant la date d'entrée en vigueur de la présente Entente, ou
 - b) à une prestation forfaitaire de décès si la personne est décédée avant l'entrée en vigueur de la présente entente.
- (2) Pour l'application de la présente Entente, les Parties prennent en considération les périodes d'assurance et les événements qui se rapportent aux droits découlant des lois et qui sont survenus avant l'entrée en vigueur de la présente Entente, mais ne tiennent pas compte de périodes d'assurance accomplies avant l'entrée en vigueur de leurs lois.
- (3) Les décisions prises avant l'entrée en vigueur de l'Entente ne sont pas affectées par les droits découlant de la présente Entente.
- (4) L'entrée en vigueur de la présente Entente ne peut avoir pour effet de réduire le montant des prestations déjà fixé.
- (5) La période de travail mentionnée à la dernière phrase de l'alinéa a du paragraphe 2 de l'article V ne peut commencer à courir avant l'entrée en vigueur de la présente Entente.

Article XVII

- (1) La présente Entente demeure en vigueur jusqu'à la plus rapprochée des dates suivantes:

soit le 31 décembre de l'année civile qui suit celle au cours de laquelle l'une des Parties notifie par écrit sa dénonciation à l'autre partie,

soit la date à laquelle l'Accord de sécurité sociale entre le Canada et les Etats-Unis signé le 11 mars 1981 cessera d'être en vigueur.

- (2) En cas de dénonciation, les droits acquis en vertu de l'Entente relatifs à l'admissibilité à des prestations ou au paiement de ces prestations, demeurent acquis. Les Parties prendront les dispositions nécessaires concernant les droits en voie d'acquisition.

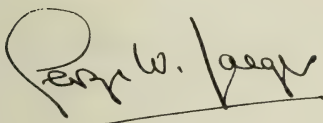
Article XVIII

La présente Entente entre en vigueur le premier jour du second mois suivant celui où chaque Gouvernement aura reçu de l'autre un avis indiquant qu'il a pris les mesures internes requises pour l'entrée en vigueur de la présente Entente.

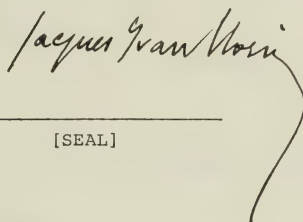
En foi de quoi, les représentants soussignés des Gouvernements, dûment autorisés à cet effet, ont signé la présente Entente.

Fait à *Quebec*, le *30 Mars*, en deux exemplaires, en français et en anglais, les deux textes faisant également foi.

Pour le Gouvernement des
Etats-Unis d'Amérique

A handwritten signature in dark ink, appearing to read "Perry W. Jeffer", written over a horizontal line.

Pour le Gouvernement
du Québec

A handwritten signature in dark ink, appearing to read "Jacques Van Nieuwen", written over a horizontal line. A long, thin, curved line extends from the bottom of the signature down towards the right margin.

[SEAL]

Arrangement administratif relatif aux modalités d'application
de l'Entente entre le Gouvernement des Etats-Unis d'Amérique
et le Gouvernement du Québec sur la sécurité sociale

Conformément à l'alinéa a de l'article VIII de l'Entente entre
le Gouvernement des Etats-Unis d'Amérique et le Gouvernement
du Québec sur la sécurité sociale conclue ce jour et ci-après
appelé "L'Entente" il est convenu des dispositions suivantes:

Chapitre 1

DISPOSITIONS GENERALES

Article 1

Sont désignés comme organismes de liaison aux fins de l'admini-
stration de l'Entente et du présent Arrangement:

pour les Etats-Unis,

"The Social Security Administration"

et

pour le Québec,

Le secrétariat de l'administration
des Ententes de sécurité sociale

Article 2

Les termes utilisés dans le présent Arrangement ont le même sens que celui qui leur est donné dans l'Entente.

Article 3

Les organismes des Parties conviendront des procédures et formules communes requises pour l'application de l'Entente et du présent Arrangement administratif.

Chapitre 2

L'ASSUJETTISSEMENT

Article 4

1. Lorsque les lois d'une Partie sont applicables en vertu de l'Article V de l'Entente, l'organisme de cette Partie émet, conformément aux procédures convenues et à la demande de l'employeur, du salarié ou du travailleur autonome un certificat à l'effet que le salarié ou travailleur autonome est assujéti à ses lois. Ce certificat constitue la preuve que le salarié ou travailleur autonome n'est pas soumis aux lois de l'autre Partie en ce qui a trait à l'assujettissement obligatoire.
2. Le certificat mentionné au paragraphe 1 de l'article 4 est émis:
 - (i) aux Etats-Unis,

par the Social Security Administration, et
 - (ii) au Québec,

par le Ministère du Revenu du Québec.

Chapitre 3

LES PRESTATIONS

Article 5

1. L'organisme de liaison de la Partie à qui une demande de prestation est soumise en premier lieu, conformément à l'article XIII de l'Entente, en informe l'organisme de liaison de l'autre Partie sans délai à l'aide des formules établies à cette fin. Il transmet également tout autre document et tout autre renseignement disponible requis par l'organisme de liaison de l'autre Partie pour établir le droit du requérant aux prestations, conformément aux dispositions du Titre III de l'Entente. Dans le cas d'une demande de prestations d'invalidité, l'organisme transmet notamment la preuve médicale appropriée dont il dispose.
2. L'organisme de liaison d'une Partie qui reçoit une demande soumise à l'organisme de liaison de l'autre Partie fournit sans délai à l'organisme de liaison de l'autre Partie, toute preuve ou renseignement disponible pouvant être nécessaire pour traiter la demande.
3. L'organisme de liaison de la Partie à qui une demande de prestations a été soumise, vérifie l'exactitude des renseignements sur le requérant et les membres de sa famille. Les organismes de liaison conviendront des renseignements à vérifier.
4. L'attestation des renseignements relatifs à l'état civil par un organisme de liaison dispense celui-ci de transmettre les documents pertinents à l'organisme de l'autre Partie. L'organisme de la première Partie fournit, à la demande de l'autre organisme, ces documents ou les copies conformes de ceux-ci.

Article 6

Aux fins de l'application de l'article VI de l'Entente, l'organisme de liaison du Québec informe l'organisme de liaison des Etats-Unis du nombre d'années créditées à une personne en vertu de la Loi sur le régime de rentes du Québec de même que de toute autre donnée pouvant être nécessaire pour déterminer le montant des prestations de cette personne.

Article 7

Aux fins de l'application du chapitre 2 du Titre III de l'Entente, l'organisme de liaison des Etats-Unis informe l'organisme de liaison du Québec des périodes d'assurance qu'une personne a accomplies en vertu des lois des Etats-Unis et fournit toute autre donnée nécessaire pour déterminer le montant des prestations de cette personne.

Chapitre 4

DISPOSITIONS DIVERSES

Article 8

Conformément aux mesures arrêtées en application de l'article 3 du présent Arrangement et aux fins de l'administration de l'Entente, l'organisme de liaison d'une Partie fournit, à la demande de l'organisme de liaison de l'autre Partie, l'information disponible relative à une demande présentée par une personne désignée.

Article 9

Lorsqu'une assistance administrative est requise en vertu de l'Entente, les frais autres que les dépenses habituelles de personnel et d'administration des autorités compétentes ou des organismes qui fournissent cette assistance sont remboursés conformément aux procédures établies d'un commun accord par les organismes.

Article 10

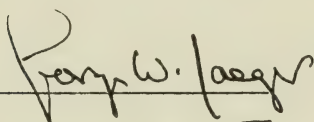
Les organismes de liaison des deux Parties échangent, dans la forme convenue, les données statistiques concernant les versements effectués aux bénéficiaires pendant chaque année civile en vertu de l'Entente. Ces données comprennent le nombre de bénéficiaires et le montant total des prestations, par catégorie de prestation.

Article 11

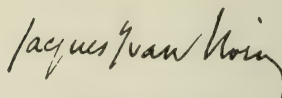
Le présent Arrangement entre en vigueur à la même date que l'Entente et pour une même durée.

Fait à *Quebec*, le *30 Mars*, en double exemplaire, en français et en anglais, les deux textes faisant également foi.

Pour le Gouvernement
des Etats-Unis d'Amérique



Pour le Gouvernement
du Québec



GREECE

Defense and Economic Cooperation

*Agreement signed at Athens September 8, 1983;
Entered into force December 20, 1983.*

AGREEMENT ON DEFENSE AND ECONOMIC COOPERATION

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE HELLENIC REPUBLIC

ARTICLE I

The Parties intend by this Agreement to restructure their defense and economic cooperation based on their existing bilateral arrangements and multilateral agreements, and in accordance with the principles of mutual benefit and full respect for the sovereignty, independence and interests of each country.

ARTICLE II

1. In furtherance of the purposes of this Agreement, the Government of the Hellenic Republic authorizes the Government of the United States to maintain and operate military and supporting facilities in Greece (hereinafter referred to as the facilities) and to carry out missions and activities at these facilities for defense purposes in accordance with the provisions of this Agreement. These facilities, missions and activities shall be those identified and described under the Annex to this Agreement.

2. The major items of equipment, arms and ammunition located at the facilities shall be identified to Greek authorities, in accordance with agreed procedures. Any expansion, change, modernization or replacement thereof which will alter the mission capabilities of such facilities shall be subject to the prior concurrence of the Government of the Hellenic Republic.

3. The missions and activities authorized by this Agreement and its Annex include the performance of technical operations at the facilities. Such technical operations and related activities shall be manned by United States personnel.

ARTICLE III

1. The status of the United States forces, members of the force, members of the civilian component, and dependents shall be governed by the "Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces" [¹] and related bilateral arrangements between the Governments of the Hellenic Republic and the United States of America.

2. Members of the force, members of the civilian component, and dependents shall be recognized to have this capacity only upon being officially announced to the Greek authorities, who will issue special identification cards signed by the competent Greek authorities.

ARTICLE IV

1. The Government of the Hellenic Republic shall assign Greek personnel to each of the facilities. The senior Greek official so assigned to each facility shall be designated as the Greek Representative. The Greek Representative will exercise command and control of Greek personnel, and the premises used exclusively by them, at each facility. The Greek Representative shall be responsible for liaison and coordination with appropriate Greek authorities to include those responsible for the security of, and maintenance of order on, the perimeter of the facility. The Greek Representative will be responsible to report to the Greek authorities on the implementation and observance of the provisions of this Agreement relating to the facilities.

¹ TIAS 2846; 4 UST 1792.

2. The Commander of the United States forces at each facility shall exercise command and control over the facility and personnel of the United States assigned thereto, including their equipment and materiel and the premises used by them, and shall provide for the security and safety thereof.

3. The Greek Representative and the Commander of the United States forces shall, as required, report through their respective authorities to the Joint Commission established pursuant to Article VI of this Agreement and submit any questions or differences concerning interpretation or implementation of the Agreement or other arrangements to the Joint Commission.

ARTICLE V

1. With the exception of national cryptographic (code) rooms, the Greek Representative shall have access to all areas of the facilities, except that access to classified areas where technical operations and other United States activities are performed shall be on a non-routine basis and in accordance with agreed procedures.

2. The location of national cryptographic rooms and classified areas will be identified by the two Parties, and any change thereafter will be as mutually agreed.

ARTICLE VI

A Joint Commission will be established to deal with and to resolve if possible any question or difference which may arise concerning the interpretation and implementation of the Agreement. Any issue not resolved shall be dealt with by the two Governments.

ARTICLE VII

1. Nothing in this Agreement shall be in derogation of the inherent right of the Government of the Hellenic Republic under international law to take immediately all appropriate restrictive measures required to safeguard its vital national security interests in an emergency.

2. In the event that, in the view of the Government of the Hellenic Republic, such an emergency exists, the appropriate Greek and United States authorities shall immediately enter into communication concerning such measures. This process of communication shall not derogate from the right referred to in paragraph 1.

ARTICLE VIII

In accordance with the purposes of this Agreement, and consistent with its constitutional procedures, the United States shall assist in the modernization and maintenance of Greek defense capabilities through the provision of defense support to the Government of the Hellenic Republic. Such United States assistance shall also be guided by the principle set forth in United States law that calls for preserving the balance of military strength in the region.

ARTICLE IX

1. The Governments of the Hellenic Republic and the United States will seek opportunities to cooperate in the research, development, production and procurement of appropriate defense materiel as well as in the related logistic support. Both Parties undertake to encourage joint investment in the aforementioned areas and to devote particular attention to promoting new cooperative projects and reciprocal procurement of defense materiel.

2. For this purpose the Government of the United States shall assist the Government of the Hellenic Republic in mutually agreed efforts aimed at enhancing the research, development, production, maintenance, repair and modernization of defense materiel and equipment in Greece and at assisting the Hellenic defense industry, and will encourage new defense production projects and two-way trade in defense materiel.

3. Both Governments intend to facilitate the mutual flow of defense procurement for their armed forces, aimed at assuring a long-term equitable balance in their exchanges.

4. The Governments will permit the sale of defense equipment produced under license, co-production agreements and/or joint development projects to allied countries and to appropriate third countries, subject to the prior written agreement of the government that made available the defense articles or technical data.

5. Acquisition of items of defense equipment developed or produced by either Party shall be on the most economical terms and based on competitive contracting procedures, and based on agreed procedures for defense industrial cooperation.

6. The Parties shall promptly develop a framework agreement to facilitate the achievement of the purposes of this Article.

ARTICLE X

The two Governments, considering the relationship between defense capability and economic growth and stability, will exert maximum efforts to develop cooperative economic, industrial, scientific and technological relations between the two countries, including mutually agreed United States technical assistance and, as conditions warrant, other assistance.

ARTICLE XI

1. Procedural and implementing arrangements called for under this Agreement, as well as such other arrangements as the Parties deem necessary for the purposes of, and otherwise consistent with, this Agreement, shall be addressed by the Parties, through the Joint Commission as appropriate.

2. All terms and conditions relating to the use of facilities under arrangements existing as of the date of entry into force of this Agreement shall, to the extent consistent with this Agreement and its Annex, continue in force until modified or terminated by agreement, through the Joint Commission as appropriate. Previous bilateral arrangements related to the purposes of this Agreement shall be submitted at the initiative of either Party to the Joint Commission for review and mutual consideration. This process of review will be completed within one year of the signature of this Agreement. If necessary this period can be extended by the Parties.

ARTICLE XII

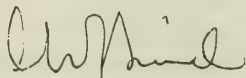
1. This Agreement shall enter into force no later than December 31, 1983 upon an exchange of notes between the Parties indicating that their respective constitutional requirements have been satisfied.^[1] This Agreement is terminable after five years upon written notice by either Party to be given five months prior to the date upon which termination is to take effect.

2. The Government of the United States shall have a period of seventeen months commencing on the effective date of termination within which to carry out the withdrawal of United States personnel, property and equipment from Greece. All terms and conditions pursuant to this Agreement shall apply during such period.

¹ Dec. 20, 1983.

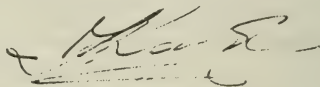
Done in Athens, this 8th day of September, 1983, in duplicate, in the Greek and English languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE UNITED STATES OF AMERICA



ALAN D. BERLIND
Chargé d'Affaires
ad interim

FOR THE GOVERNMENT
OF THE HELLENIC REPUBLIC



YIANNIS P. CAPSIS
Under-Secretary of State
for Foreign Affairs

A N N E X

IN IMPLEMENTATION OF
THE DEFENSE AND ECONOMIC COOPERATION AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE HELLENIC REPUBLIC

A. Article I of the Agreement

This Annex is pursuant to Article XI of the Defense and Economic Cooperation Agreement (hereinafter referred to as the Agreement) and shall enter into force and remain in force contemporaneously with the Agreement.

B. Article II of the Agreement

1. Consistent with the purposes of the Agreement and pursuant to Article II thereof, the Government of the United States is authorized to maintain and operate the military and supporting facilities currently used by the Government of the United States under existing arrangements, as identified below:

- a. Nea Makri Naval Communications Station Complex, consisting of: Headquarters, support and operational complex at Nea Makri; transmitting site and microwave reflector at Kato Souli; and water facilities at Marathon.
- b. Iraklion Communications Station Complex, Crete, consisting of: Headquarters, support and operational complex at Gournes; transmitting site at Hani Kokkini; and water facilities at Mallia.

c. Souda Air Base, Crete, consisting of: Headquarters, support and operational complex (including the naval communications detachment).

d. Hellenikon Air Base, consisting of: Headquarters, support and operational complex at Hellenikon Airbase; dependent educational facilities at Vari and Glyfada and child care facility at Sourmena; exchange facilities, including annexes at Glyfada and Kastri, administrative offices at Argyroupolis and warehouse and open storage areas at Aegaleos; commissary facilities, including commissary store at Neos Kosmos, warehousing and cold storage areas at Piraeus and administrative offices at Glyfada; contracting offices at Argyroupolis; and Military Transportation Terminal facilities at Piraeus.

e. Nodal Communications Sites, consisting of: Facilities on Mount Pateras, Mount Parnis, Mount Hortiatis and Mount Ederi, and on Lefkas Island.

2. Pursuant to Article II of the Agreement, the Government of the United States is authorized to carry out, at the facilities identified above, the missions and activities currently being carried out under existing arrangements, as identified below:

a. Nea Makri Naval Communications Station Complex

- Communications for command and control and administration primarily for United States forces in the Mediterranean region.

- Supporting administrative, communications (intra- and extra-station), and logistic activities.

b. Iraklion Communications Station Complex

- Communications and scientific research and analysis and communication of data.

- Supporting administrative, communications (intra- and extra-station), including local AFRTS present services, and logistic activities.

c. Souda Air Base

- Operations, maintenance and support of United States Maritime Patrol Aircraft.

- Operations, maintenance and support of airborne logistic support missions.

- Use as a carrier aircraft divert airfield.

- Storage, maintenance and assembly of pre-positioned mine stockpiles.

- Storage and maintenance of conventional munitions.

- Communications.

- Supporting administrative and logistic activities.

d. Hellenikon Air Base Complex

- Operations, maintenance and support of airlift and logistic support, including associated terminal facilities.

- Stationing, operations, maintenance and support of United States liaison aircraft.

- Operations, maintenance and support of reconnaissance aircraft and conduct of technical ground processing.

- Communications, including AFRTS present services.

- Administrative and logistic support.

e. Nodal Communications Sites

- Operation and maintenance of ground-to-ground and ground-to-air relay communications.

- Administrative, communications (including television relay at Ederi) and logistic support.

3. Flight activities associated with the military and supporting facilities shall be in accordance with the Technical Arrangement dated November 17, 1977.

C. Article III of the Agreement

1. Status of forces arrangements between the United States and Greece shall be implemented in the same manner and spirit with which such arrangements are generally applied by States Party to the North Atlantic Treaty.

2. With respect to the exercise of criminal jurisdiction:

a. The Hellenic Republic recognizes the particular importance of disciplinary control by the United States military authorities over the members of the force and the effect which such control has upon operational readiness. The competent Greek authorities, in accordance with the provisions of Article VII, paragraph 3(c) of the NATO Status of Forces Agreement, will therefore except in cases they consider of particular importance to them, in conformity with their sovereign discretionary right, give expeditious and favorable consideration to the waiver of their criminal jurisdiction upon request of the United States forces.

b. Requests by the United States authorities for a waiver by Greece of its criminal jurisdiction shall be processed in accordance with the following procedures:

(1) A request shall be presented within a period of thirty (30) days from the date the United States military authorities become aware of the initiation of criminal proceedings against an accused, to the Joint Commission established under Article VI of the Agreement.

- (2) The request shall be reviewed by the Joint Commission which shall submit a recommendation to the competent Greek authority within fifteen (15) days from the submission of the request.
- (3) The competent Greek authority shall make a decision on the request within thirty (30) days of receipt.
- (4) If Greek authorities do not waive their jurisdiction, the case will be given preferential treatment to complete the judicial proceedings in the shortest possible time in accordance with Article VII, paragraph 9(a) of the NATO Status of Forces Agreement.

3. With respect to custody of members of the United States forces:

- a. The provisions of Greek law pertaining to pretrial detention or requiring confinement of the accused shall be discharged until the conclusion of all judicial proceedings by a duly executed certificate of the United States military authorities assuring the appearance of the member of the force before the competent Greek judicial authorities in any proceedings that may require the presence of such person.
- b. When a member of the force has been convicted by a Greek court and an unsuspended sentence to confinement is adjudged, the United States military authorities shall maintain custody over the accused in Greece until the conclusion of all appellate proceedings.

TIAS 10814

4. With respect to the definition of civilian component:
 - a. The term "civilian component" as defined in Article I, paragraph 1(b) of the NATO Status of Forces Agreement, which may include dependents, shall also mean employees of a non-Greek and non-commercial organization who are nationals of or ordinarily resident in the United States and who, solely for the purpose of contributing to the welfare, morale or education of the force, are accompanying those forces in Greece, and non-Greek persons employed by United States contractors directly serving the United States forces in Greece. The number of positions for personnel to be accorded the status of members of the civilian component by virtue of this paragraph shall not exceed twenty-five (25) more than those established as of June 1, 1983 without the express consent of the Government of the Hellenic Republic. Such personnel shall not be considered as having the status of members of the civilian component for the purpose of Article VIII of the NATO Status of Forces Agreement.
 - b. Resident documents or work permits shall not be required for the employment of members of the civilian component in connection with the facilities.
5. With respect to labor provisions:
 - a. For each facility or activity, two schedules of positions shall be established, one for Greek personnel and the other for United States personnel, reflecting the number of positions under each category as of June 1, 1983. Any changes in excess of 3% to the proportionality reflected in these schedules will be mutually agreed upon by the two Governments.

b. Pursuant to Article IX, paragraph 4, of the NATO Status of Forces Agreement, the standards contained in Greek labor legislation regarding conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of employees as applied in the private sector, will be observed with respect to Greek nationals employed in Greece by the United States forces.

6. With respect to personal tax exemptions:

With respect to Article X, and in accordance with Article I, paragraph 2, of the NATO Status of Forces Agreement, members of the force and of the civilian component shall not be liable to pay any tax or similar charges in Greece on the ownership, possession, use, transfer amongst themselves, or transfer by death of their tangible movable property imported into Greece or acquired there for their own personal use. One motor vehicle owned by a member of the force or of the civilian component shall be exempt from Greek circulation taxes, registration or license fees, and similar charges.

7. With respect to contracting:

The United States forces may award contracts to commercial enterprises for services or construction projects in Greece. In accordance with its laws and regulations, the United States forces may procure directly from any source; however, they shall utilize Greek contractors to the maximum extent feasible for the performance of construction projects.

8. In accordance with Article XI of the Agreement, it is the intention of the Parties to conclude a unified technical arrangement which will incorporate the provisions set forth in this Annex and modernize previous agreements and practices concerning the status of the United States forces in Greece.

D. Article IV of the Agreement

The responsibilities of the appropriate Greek authorities for the security of, and maintenance of order on, the perimeter of the facility stipulated in Article IV (1) of the Agreement shall be carried out in accordance with agreed procedures. The liaison and coordination responsibilities of the Greek Representative under that Article shall include liaison and coordination with customs, law enforcement, labor, immigration and municipal officials.

E. Article V of the Agreement

The agreed procedures referred to in paragraph 1 of this Article shall include case-by-case authorization by high Greek authority, identification and appropriate clearance of the individual, proper protection of the information gained during access, and prior notification.

F. Article VI of the Agreement

1. Both parties shall designate military and diplomatic representatives to the Joint Commission.

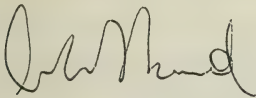
2. In addition to such other functions as may be mutually agreed, the Joint Commission shall receive information from the Greek Representatives and the Commanders of United States forces at the facilities; address any questions or differences concerning interpretation or implementation these officials may submit; and transmit agreed guidance to these officials through the respective Greek and United States chains of command.

G. Article IX of the Agreement

The long-term equitable balance in the mutual flow of defense procurement for the armed forces of both Governments, referred to in paragraph 3, shall take into consideration the relative technological level of such procurement and be consistent with their national policies.

Done in Athens, this 8th day of September, 1983, in duplicate, in the Greek and English languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE UNITED STATES OF AMERICA



ALAN D. BERLIND
Chargé d'Affaires
ad interim

FOR THE GOVERNMENT
OF THE HELLENIC REPUBLIC



YIANNIS P. CAPSIS
Under-Secretary of State
for Foreign Affairs

ΣΥΜΦΩΝΙΑ ΑΜΥΝΤΙΚΗΣ ΚΑΙ ΟΙΚΟΝΟΜΙΚΗΣ ΣΥΝΕΡΓΑΣΙΑΣ

ΜΕΤΑΞΥ

ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΩΝ ΗΝΘΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ

ΚΑΙ

ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΑΡΘΡΟ I

Τα Μέρη αποσκοπούν, με τη Συμφωνία αυτή, να αναδιαμορφώσουν την αμυντική και οικονομική τους συνεργασία, με βάση τις υφιστάμενες διμερείς τους διευθετήσεις και πολυμερείς συμφωνίες, σύμφωνα με τις αρχές αμοιβαίου οφέλους και πλήρους σεβασμού της κυριαρχίας, ανεξαρτησίας και των συμφερόντων κάθε μιάς χώρας.

ΑΡΘΡΟ II

1. Για την προώθηση των σκοπών της Συμφωνίας αυτής, η Κυβέρνηση της Ελληνικής Δημοκρατίας επιτρέπει στην Κυβέρνηση των Ηνωμένων Πολιτειών να διατηρεί και λειτουργεί στρατιωτικές και βοηθητικές Ευκολίες στην Ελλάδα (εφεξής αναφερόμενες ως οι "Ευκολίες") και να διεξάγει αποστολές και δραστηριότητες σ' αυτές τις Ευκολίες για αμυντικούς σκοπούς, σύμφωνα με τις διατάξεις της Συμφωνίας αυτής. Οι Ευκολίες, αποστολές και δραστηριότητες θα είναι εκείνες που προσδιορίζονται και περιγράφονται στο Παράρτημα της Συμφωνίας αυτής.
2. Ο προσδιορισμός της ταυτότητας του κύριου εξοπλισμού, οπλισμού και πυρομαχικών που είναι τοποθετημένα στις Ευκολίες θα γίνεται προς τις Ελληνικές Αρχές σύμφωνα με συμφωνημένες διαδικασίες. Οποιαδήποτε επέκταση, αλλαγή, εκσυγχρονισμός ή αντικατάστασή τους, που θα μεταβάλλει τις επιχειρησιακές ικανότητες των Ευκολιών αυτών, θα υπόκειται σε προηγούμενη συναίνεση της Κυβέρνησης της Ελληνικής Δημοκρατίας.

3. Οι αποστολές και δραστηριότητες που επιτρέπονται από την Συμφωνία αυτή, και το Παράρτημά της, περιλαμβάνουν την διεξαγωγή τεχνικών λειτουργιών στις Ευκολίες. Τέτοιες τεχνικές λειτουργίες και συναφείς δραστηριότητες θα επανδρώνονται με προσωπικό των Ηνωμένων Πολιτειών.

ΑΡΘΡΟ III

1. Το καθεστώς των δυνάμεων των Ηνωμένων Πολιτειών, των μελών των δυνάμεων αυτών, των μελών του πολιτικού προσωπικού και των εξαρτωμένων προσώπων, θα διέπεται από τη "Συμφωνία μεταξύ των Μερών του Βορειοατλαντικού Συμφώνου περί του καθεστώτος των δυνάμεων των" και συναφείς διμερείς διευθετήσεις μεταξύ των κυβερνήσεων της Ελληνικής Δημοκρατίας και των Ηνωμένων Πολιτειών της Αμερικής.

2. Τα μέλη των δυνάμεων, τα μέλη του πολιτικού προσωπικού και τα εξαρτώμενα πρόσωπα θα αναγνωρίζονται ότι έχουν την ιδιότητα αυτή μόνον μετά την επίσημη ανακοίνωσή τους στις Ελληνικές Αρχές οι οποίες θα εκδίδουν ειδικά δελτία ταυτότητας που θα υπογράφονται από τις αρμόδιες Ελληνικές Αρχές.

ΑΡΘΡΟ IV

1. Η Κυβέρνηση της Ελληνικής Δημοκρατίας θα τοποθετεί ελληνικό προσωπικό σε κάθε μία από τις Ευκολίες. Ο ανώτερος Έλληνας αξιωματούχος που θα τοποθετηθεί σε κάθε μία από τις Ευκολίες θα καλείται "ο Έλληνας Αντιπρόσωπος". Ο Έλληνας Αντιπρόσωπος θα ασκεί διοίκηση και έλεγχο στο ελληνικό προσωπικό και στους χώρους που θα χρησιμοποιούνται αποκλειστικά από αυτό, σε κάθε Ευκολία. Ο Έλληνας Αντιπρόσωπος θα είναι υπεύθυνος για τον σύνδεσμο και τον συντονισμό με τις αρμόδιες Ελληνικές Αρχές, συμπεριλαμβανομένων και εκείνων που είναι υπεύθυνες για την ασφάλεια και την τήρηση της τάξης στην περίμετρο της Ευκολίας. Ο Έλληνας Αντιπρόσωπος θα είναι υπεύθυνος να αναφέρει στις Ελληνικές Αρχές την εφαρμογή και τήρηση των διατάξεων της Συμφωνίας αυτής που σχετίζονται με τις Ευκολίες.

2. Ο Διοικητής των δυνάμεων των Ηνωμένων Πολιτειών σε κάθε Ευκολία θα ασκεί διοίκηση και έλεγχο στην Ευκολία και στο προσωπικό των Ηνωμένων Πολιτειών που τοποθετείται σ' αυτή, συμπεριλαμβανομένου του εξοπλισμού και του υλικού τους και των χώρων που χρησιμοποιούνται από αυτό και θα μεριμνά για την ασφάλεια και προστασία τους.

3. Ο Έλληνας Αντιπρόσωπος και ο Διοικητής των Δυνάμεων των Ηνωμένων Πολιτειών θα αναφέρονται, όποτε χρειάζεται, δια μέσου των αντιστοίχων αρχών τους στη Μικτή Επιτροπή που συνιστάται δυνάμει του Άρθρου VI της Συμφωνίας και θα υποβάλουν τυχόν ερωτήσεις ή διαφορές σχετικά με την ερμηνεία ή την εφαρμογή της Συμφωνίας ή άλλων διευθετήσεων στη Μικτή Επιτροπή.

ΑΡΘΡΟ V

1. Με την εξαίρεση των εθνικών γραφείων κρυπτογραφικών κωδίκων, ο Έλληνας Αντιπρόσωπος θα έχει πρόσβαση σ' όλες τις περιοχές των Ευκολιών εκτός από τις διαβαθμισμένες περιοχές, όπου διεξάγονται τεχνικές λειτουργίες και άλλες δραστηριότητες των Ηνωμένων Πολιτειών και όπου η πρόσβαση θα γίνεται σε μη τακτή βάση και σύμφωνα με συμφωνημένες διαδικασίες.

2. Η τοποθεσία των εθνικών κρυπτογραφικών γραφείων και των διαβαθμισμένων περιοχών θα προσδιορισθεί από τα δύο Μέρη, και οποιαδήποτε μετέπειτα αλλαγή θα συμφωνείται αμοιβαία.

ΑΡΘΡΟ VI

Συνιστάται Μικτή Επιτροπή που θα επιλαμβάνεται και θα επιλύει εάν είναι δυνατόν οποιοδήποτε ζήτημα η διαφορά που μπορεί να ανακύπτει σχετικά με την ερμηνεία και την εφαρμογή της Συμφωνίας. Για οποιοδήποτε θέμα που δεν θα επιλύεται θα επιλαμβάνονται οι δύο Κυβερνήσεις.

ΑΡΘΡΟ VII

1. Καμία διάταξη αυτής της Συμφωνίας δεν αίρει το εγγενές δικαίωμα της Κυβέρνησης της Ελληνικής Δημοκρατίας, σύμφωνα με το Διεθνές Δίκαιο, να λαμβάνει αμέσως όλα τα κατάλληλα περιοριστικά μέτρα που απαιτούνται για την διασφάλιση ζωτικών συμφερόντων της εθνικής της ασφάλειας, σε περίπτωση έκτακτης ανάγκης.

2. Σε περίπτωση που, κατά την άποψη της Κυβέρνησης της Ελληνικής Δημοκρατίας, υπάρχει μιά τέτοια κατάσταση έκτακτης ανάγκης, οι αρμόδιες Αρχές της Ελλάδας και των Ηνωμένων Πολιτειών θα έλθουν αμέσως σε επικοινωνία σχετικά με τα μέτρα αυτά. Η επικοινωνία αυτή δεν θα αίρει το δικαίωμα που αναφέρεται στην παράγραφο 1.

ΑΡΘΡΟ VIII

Σύμφωνα με τους σκοπούς της Συμφωνίας αυτής και συνεπείς με τις συνταγματικές τους διαδικασίες, οι Ηνωμένες Πολιτείες θα βόηθουν στον εκσυγχρονισμό και στη συντήρηση των ελληνικών αμυντικών δυνατοτήτων με την παροχή αμυντικής υποστήριξης στην Κυβέρνηση της Ελληνικής Δημοκρατίας. Η υποστήριξη αυτή των Ηνωμένων Πολιτειών θα καθοδηγείται επίσης από την αρχή, που περιέχεται στον αμερικανικό νόμο, η οποία προνοεί την διατήρηση της ισορροπίας στρατιωτικής ισχύος στην περιοχή.

ΑΡΘΡΟ IX

1. Οι Κυβερνήσεις της Ελληνικής Δημοκρατίας και των Ηνωμένων Πολιτειών θα αναζητήσουν δυνατότητες συνεργασίας στους τομείς της έρευνας, ανάπτυξης, παραγωγής και προμήθειας κατάλληλου αμυντικού υλικού, καθώς και στη σχετική διοικητική μέριμνα. Τα δύο μέρη αναλαμβάνουν να ενθαρρύνουν κοινές επενδύσεις στους παραπάνω τομείς και να καταβάλουν ιδιαίτερη προσοχή στην προώθηση νέων προγραμμάτων συνεργασίας και αμοιβαίας προμήθειας αμυντικού υλικού.

2. Για τον σκοπό αυτό, η Κυβέρνηση των Ηνωμένων Πολιτειών θα βοηθήσει την Κυβέρνηση της Ελληνικής Δημοκρατίας σε αμοιβαία συμφωνημένες προσπάθειες που αποσκοπούν στην προώθηση της έρευνας, ανάπτυξης, παραγωγής, συντήρησης, επισκευής και εκσυγχρονισμού αμυντικού υλικού και εξοπλισμού στην Ελλάδα, καθώς και στην ενίσχυση της ελληνικής αμυντικής βιομηχανίας, και θα προωθήσει νέα προγράμματα αμυντικής παραγωγής και το εμπόριο αμυντικού υλικού και προς τις δύο κατευθύνσεις.

3. Οι δύο Κυβερνήσεις έχουν πρόθεση να διευκολύνουν την αμοιβαία ροή αμυντικών προμηθειών για τις ένοπλες δυνάμεις τους με σκοπό την εξασφάλιση μακροπρόθεσμα δίκαιης ισορροπίας στις ανταλλαγές τους.

4. Οι Κυβερνήσεις θα επιτρέπουν την πώληση αμυντικού υλικού που θα παράγεται με καθεστώς κατασκευαστικής άδειας, συμφωνιών συμπαραγωγής και/ή κοινών αναπτυξιακών προγραμμάτων σε σύμμαχες χώρες ή σε ενδεδειγμένες τρίτες χώρες, με την επιφύλαξη της προηγούμενης γραπτής συμφωνίας από την Κυβέρνηση που διαθέτει τα αμυντικά υλικά ή τις τεχνικές πληροφορίες.

5. Η απόκτηση ειδών αμυντικού υλικού που αναπτύχθηκε ή κατασκευάστηκε από ένα από τα Μέρη θα γίνεται με τους πιό οικονομικούς όρους και θα βασίζεται σε διαδικασίες ανταγωνιστικών προσφορών και σε συμφωνημένες διαδικασίες αμυντικής βιομηχανικής συνεργασίας.

6. Τα Μέρη θα ετοιμάσουν έγκαιρα μία συμφωνία-πλαίσιο για να διευκολύνουν την επίτευξη των σκοπών του Άρθρου αυτού.

ΑΡΘΡΟ Χ

Οι δύο Κυβερνήσεις, έχοντας υπόψη την σχέση μεταξύ αμυντικής ικανότητας και οικονομικής ανάπτυξης και σταθερότητας, θα καταβάλουν μέγιστη προσπάθεια για να αναπτύξουν σχέσεις οικονομικής, βιομηχανικής, επιστημονικής και τεχνολογικής συνεργασίας μεταξύ των δύο χωρών που θα περιλαμβάνει αμοιβαία συμφωνημένη τεχνική βοήθεια των Ηνωμένων Πολιτειών και, ανάλογα με τις συνθήκες, άλλες μορφές βοήθειας.

ΑΡΘΡΟ ΧΙ

1. Οι διαδικαστικές διευθετήσεις και οι διευθετήσεις εφαρμογής που προβλέπονται από την Συμφωνία αυτή, καθώς και τυχόν άλλες διευθετήσεις που τα Μέρη θεωρούν αναγκαίες για τους σκοπούς και οπωσδήποτε συνεπείς με αυτή τη Συμφωνία, θα διευθετούνται από τα Μέρη δια μέσου της Μικτής Επιτροπής, όπως αρμόζει.

2. Όλοι οι όροι οι σχετικοί με τη χρησιμοποίηση των Ευκολιών, που περιέχονται σε διευθετήσεις που υπάρχουν κατά την ημερομηνία θέσης σε ισχύ της Συμφωνίας αυτής, στην έκταση που αυτοί είναι συνεπείς με αυτή τη Συμφωνία και το Παράρτημά της, θα συνεχίσουν να ισχύουν μέχρι τροποποίησης ή τερματισμού τους με συμφωνία, δια μέσου της Μικτής Επιτροπής, όπως αρμόζει. Προηγούμενες διμερείς διευθετήσεις σχετικά με τους σκοπούς της Συμφωνίας αυτής θα υποβληθούν με πρωτοβουλία οποιουδήποτε Μέρους στη Μικτή Επιτροπή για επανεξέταση και αμοιβαία κρίση.

Η διαδικασία της επανεξέτασης αυτής θα ολοκληρωθεί μέσα σε ένα χρόνο από την ημερομηνία υπογραφής αυτής της Συμφωνίας. Εάν είναι αναγκαίο, η περίοδος αυτή μπορεί να παραταθεί από τα Μέρη.

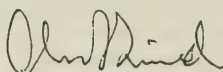
ΑΡΘΡΟ ΧΙΙ

1. Η Συμφωνία αυτή θα τεθεί σε ισχύ όχι αργότερα από τις 31 Δεκεμβρίου 1983 με ανταλλαγή διακοινώσεων μεταξύ των Μερών, στις οποίες θα αναφέρεται ότι οι αντίστοιχες συνταγματικές απαιτήσεις τους έχουν εκπληρωθεί. Η Συμφωνία αυτή τερματίζεται μετά πέντε χρόνια με γραπτή προειδοποίηση από κάθε Μέρος που θα δοθεί πέντε μήνες πριν από την ημερομηνία που θα επέλθει ο τερματισμός της.

2. Η Κυβέρνηση των Ηνωμένων Πολιτειών θα έχει μία περίοδο δέκα επτά μηνών που θα αρχίζει από την ημερομηνία που θα επέλθει ο τερματισμός για να πραγματοποιήσει, μέσα στην περίοδο αυτή, την αποχώρηση από την Ελλάδα του προσωπικού, της κινητής ιδιοκτησίας και του υλικού των Ηνωμένων Πολιτειών. Όλοι οι όροι που θεσπίζονται με τη Συμφωνία αυτή θα έχουν εφαρμογή κατά την διάρκεια της περιόδου αυτής.

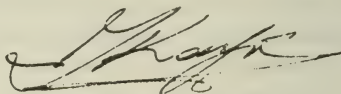
Υπογράφηκε στην Αθήνα την 8η ημέρα του μηνός Σεπτεμβρίου, 1983, σε δύο αντίτυπα, στην Ελληνική και Αγγλική γλώσσα, και τα δύο δε κείμενα είναι εξ ίσου αυθεντικά.

ΓΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΗ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ
ΤΗΣ ΑΜΕΡΙΚΗΣ



ΑΛΑΝ ΜΠΕΡΑΙΝΤ
Επιτετραμμένος

ΓΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΗ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ



ΓΙΑΝΝΗΣ Π. ΚΑΨΗΣ
Υφυπουργός Εξωτερικών

ΠΑΡΑΡΤΗΜΑ

ΣΕ ΕΦΑΡΜΟΓΗ ΤΗΣ
ΣΥΜΦΩΝΙΑΣ ΑΜΥΝΤΙΚΗΣ ΚΑΙ ΟΙΚΟΝΟΜΙΚΗΣ ΣΥΝΕΡΓΑΣΙΑΣ
ΜΕΤΑΞΥ
ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ
ΚΑΙ
ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

Α. Άρθρο Ι της Συμφωνίας

Το Παράρτημα αυτό είναι σε εκτέλεση του Άρθρου ΧΙ της Συμφωνίας Αμυντικής και Οικονομικής Συνεργασίας (εφεξής αναφερόμενη ως η Συμφωνία) και θα τεθεί και παραμένει σε ισχύ ταυτόχρονα με τη Συμφωνία.

Β. Άρθρο ΙΙ της Συμφωνίας

1. Σε συνέπεια με τους σκοπούς της Συμφωνίας και σύμφωνα με το Άρθρο ΙΙ αυτής, επιτρέπεται στην Κυβέρνηση των Ηνωμένων Πολιτειών να διατηρεί και να λειτουργεί τις στρατιωτικές και βοηθητικές Ευκολίες που σήμερα χρησιμοποιούνται από την Κυβέρνηση των Ηνωμένων Πολιτειών βάσει των διευθετήσεων που υπάρχουν, όπως προσδιορίζονται παρακάτω:

α. Πλέγμα σταθμού Ναυτικών Επικοινωνιών Νέας Μάκρης που αποτελείται από: το Διοικητήριο, το πλέγμα δραστηριοτήτων υποστήριξης και επιχειρήσεων στη Νέα Μάκρη, το σταθμό εμπομπής και αναμετάδοσης μικροκυμάτων στο Κάτω Σούλι και ευκολίες ύδρευσης στον Μαραθώνα.

β. Πλέγμα σταθμού επικοινωνιών Ηρακλείου Κρήτης που αποτελείται από: το Διοικητήριο, το πλέγμα δραστηριοτήτων υποστήριξης και επιχειρήσεων στις Γούρνες, το σταθμό εμπομπής στο Χάνι Κοκκίνη και τις εγκαταστάσεις υδροδότησης στα Μάλια.

γ. Αεροπορική βάση Σούδας, στην Κρήτη που αποτελείται από: το Διοικητήριο, το πλέγμα δραστηριοτήτων υποστήριξης και επιχειρήσεων (συμπεριλαμβανομένου του αποσπάσματος επικοινωνιών Ναυτικού).

δ. Αεροπορική βάση του Ελληνικού, που αποτελείται από: το Διοικητήριο, το πλέγμα δραστηριοτήτων υποστήριξης και επιχειρήσεων στη Βάση Ελληνικού· τις εκπαιδευτικές ευκολίες στη Βάρη και στη Γλυφάδα και τον παιδικό σταθμό στα Χούρμια για τα εξαρτώμενα πρόσωπα, ευκολίες καταστημάτων πωλήσεως αγαθών, συμπεριλαμβανομένων των υποκαταστημάτων στη Γλυφάδα και στο Καστρί, γραφεία διοίκησης στην Αργυρούπολη, αποθήκες και αποθήκευτικό χώρο στο Αιγάλεω· πρατήριο και αποθήκη τροφίμων στον Νέο Κόσμο, αποθήκες και ψυκτικού χώροι στον Πειραιά και γραφεία Διοίκησης στην Γλυφάδα· γραφείο συμβάσεων στην Αργυρούπολη και τερματικές διευκολύνσεις στρατιωτικών μεταφορών στον Πειραιά.

ε. Κοιμβικοί Σταθμοί επικοινωνιών που αποτελούνται από: τις ευκολίες του όρους Πατέρας, του όρους Πάρνηθα, του όρους Χορτιάτη, του όρους Εδερί και της Λευκάδας.

2. Σύμφωνα με το Άρθρο II της Συμφωνίας, επιτρέπεται στην Κυβέρνηση των Ηνωμένων Πολιτειών να διεξάγει στις ευκολίες που προσδιορίζονται παραπάνω, τις αποστολές και δραστηριότητες που σήμερα διεξάγονται βάσει των υπάρχουσών διευθετήσεων, όπως προσδιορίζονται παρακάτω:

α. Πλέγμα Σταθμού Ναυτικών Επικοινωνιών Νέας Μάκρης.

- Επικοινωνίες διοίκησης και ελέγχου και διοικητικής φύσης, πρωτευόντως για τις δυνάμεις των Ηνωμένων Πολιτειών στην περιοχή της Μεσογείου.

- Δραστηριότητες υποστήριξης διοικητικής φύσης, επικοινωνίες (εντός και εκτός σταθμού) και δραστηριότητες διοικητικής μέριμνας.

β. Πλέγμα Σταθμού Επικοινωνιών Ηρακλείου.

- Επικοινωνίες και επιστημονική έρευνα και ανάλυση και διαβίβαση στοιχείων.

- δραστηριότητες υποστήριξης διοικητικής φύσης, επικοινωνίες (εντός και εκτός του σταθμού) συμπεριλαμβανομένων των υπαρχουσών υπηρεσιών του Ραδιοφωνικού Σταθμού και Τηλεόρασης των Ενόπλων Δυνάμεων και δραστηριότητες διοικητικής μέριμνας.

γ. Αεροπορική βάση Σούδας.

- Λειτουργίες πτήσεων, συντήρηση και υποστήριξη των αεροσκαφών Ναυτικής Συνεργασίας των Ηνωμένων Πολιτειών.

- Λειτουργίες πτήσεων, συντήρηση και υποστήριξη των αποστολών απ'αέρος διοικητικής μέριμνας.

- Χρησιμοποίηση του αεροδρομίου σαν εναλλακτικού για τα αεροσκάφη των αεροπλανοφόρων.

- Εναποθήκευση, συντήρηση και συναρμολόγηση προτοποθετουμένων αποθεμάτων ναρκών.

- Εναποθήκευση και συντήρηση συμβατικών πυρομαχικών.

- Επικοινωνίες.

- Δραστηριότητες διοικητικής και εφοδιαστικής υποστήριξης.

δ. Πλέγμα Αεροπορικής Βάσης Ελληνικού.

- Λειτουργίες πτήσεων, συντήρηση και υποστήριξη αερομεταφορών και εφοδιαστική υποστήριξη συμπεριλαμβανομένων συναφών τερματικών ευκολιών.

- Στάθμευση, λειτουργίες πτήσεων, συντήρηση και υποστήριξη των αεροσκαφών συνδέσμων των Ηνωμένων Πολιτειών.

- Λειτουργίες πτήσεων, συντήρηση και υποστήριξη των αεροσκαφών αναγνώρισης και εκτέλεση επεξεργασίας των στοιχείων στο έδαφος.

- Επικοινωνίες συμπεριλαμβανομένων και των υπαρχουσών υπηρεσιών Ραδιοφώνου και Τηλεόρασης των Ενόπλων Δυνάμεων.

- Διοικητική και εφοδιαστική υποστήριξη.

ε. Κομβικοί Σταθμοί Επικοινωνιών.

- Λειτουργία και συντήρηση των διαβατικών επικοινωνιών εδάφους-εδάφους και εδάφους-αέρος.

- Διοικητική υποστήριξη, υποστήριξη επικοινωνιών (συμπεριλαμβανομένου του τηλεοπτικού σταθμού αναμετάδοσης στο Εδερί) και υποστήριξη διοικητικής μύρινας.

3. Οι πτητικές δραστηριότητες που σχετίζονται με τις στρατιωτικές και τις βοηθητικές ευκολίες θα γίνονται σύμφωνα με την Τεχνική Διευθέτηση της 17ης Νοεμβρίου 1977.

Γ. Άρθρο III της Συμφωνίας

1. Οι διευθετήσεις του καθεστώτος των δυνάμεων μεταξύ των Ηνωμένων Πολιτειών και της Ελλάδας θα εφαρμόζονται κατά τον ίδιο τρόπο και πνεύμα με τις διευθετήσεις αυτές που γενικά εφαρμόζονται από τα Κράτη-Μέλη της Βορειοατλαντικής Συνθήκης.

2. Σχετικά με την άσκηση ποινικής δικαιοδοσίας:

α. Η Ελληνική Δημοκρατία αναγνωρίζει την ιδιαίτερη σημασία της άσκησης πειθαρχικού ελέγχου από τις στρατιωτικές αρχές των Ηνωμένων Πολιτειών στα μέλη των δυνάμεών τους και την επίδραση που έχει ένας τέτοιος έλεγχος στην επιχειρησιακή τους ετοιμότητα. Οι αρμόδιες ελληνικές αρχές για τον λόγο αυτό, σύμφωνα με τις διατάξεις του άρθρου VII, παράγραφος 3(γ) της Συμφωνίας για το Καθεστώς των Δυνάμεων του NATO, εκτός από τις περιπτώσεις που αυτές θεωρούν ιδιαίτερης σημασίας γι' αυτές, σύμφωνα με το κυριαρχικό διακριτικό τους δικαίωμα, θα εξετάζουν ταχέως και ευνοϊκά την παραίτησή τους από την ποινική δικαιοδοσία μετά από αίτηση των δυνάμεων των Ηνωμένων Πολιτειών.

β. Αιτήσεις των αρχών των Ηνωμένων Πολιτειών για παραίτηση της Ελλάδας από την άσκηση της ποινικής της δικαιοδοσίας θα εξετάζονται σύμφωνα με την ακόλουθη διαδικασία:

(1) Η αίτηση θα υποβάλλεται μέσα σε προθεσμία 30 ημερών από την ημερομηνία κατά την οποία οι στρατιωτικές αρχές των Ηνωμένων Πολιτειών θα έχουν λάβει γνώση της έναρξης της ποινικής διαδικασίας, κατά ενός κατηγορουμένου, στη Νικαϊκή Επιτροπή που έχει συσταθεί βάσει του Άρθρου VI της Συμφωνίας.

(2) Η αίτηση θα εξετάζεται από τη Μικτή Επιτροπή, η οποία θα υποβάλλει εισήγηση στην αρμόδια ελληνική αρχή σε 15 ημέρες από την υποβολή της αίτησης.

(3) Η αρμόδια ελληνική αρχή θα λαμβάνει απόφαση οχετικά με την αίτηση σε 30 ημέρες από τη λήψη της.

(4) Εάν οι ελληνικές αρχές δεν παραιτηθούν από την δικαιοδοσία τους, στην υπόθεση θα δίνεται προτιμησιακή μεταχείριση ώστε η δικαστική διαδικασία να περατώνεται το συντομότερο δυνατό σύμφωνα με το Άρθρο VII παράγραφος 9(α) της Συμφωνίας περί του καθεστώτος των δυνάμεων των κρατών του NATO.

3. Σχετικά με την κράτηση των μελών των δυνάμεων των Ηνωμένων Πολιτειών.

α. Οι διατάξεις του ελληνικού νόμου που είναι σχετικές με την προδικαστική κράτηση ή που απαιτούν την προφυλάκιση του κατηγορουμένου θα πληρούνται μέχρι την περάτωση όλης της δικαστικής διαδικασίας με την έκδοση βεβαιωμένου πιστοποιητικού των στρατιωτικών αρχών των Ηνωμένων Πολιτειών που θα βεβαιώνει την παρουσία του μέλους της δύναμης των Ηνωμένων Πολιτειών, ενώπιον της αρμόδιας ελληνικής δικαστικής αρχής σε οποιαδήποτε διαδικασία όπου απαιτείται η παρουσία του ατόμου αυτού.

β. Όταν μέλος της δύναμης των Ηνωμένων Πολιτειών έχει καταδικασθεί από ελληνικό δικαστήριο και η καταδικαστική απόφαση περιλαμβάνει φυλάκιση χωρίς ανασταλτικό αποτέλεσμα, οι στρατιωτικές αρχές των Ηνωμένων Πολιτειών θα αναλαμβάνουν την κράτηση του κατηγορουμένου στην Ελλάδα μέχρι το τέλος όλων των διαδικασιών έφεσης.

4. Σχετικά με τον ορισμό του πολιτικού προσωπικού:

α. Ο όρος "πολιτικό προσωπικό", όπως καθορίζεται στο Άρθρο I παρ. 1 (β) της Συμφωνίας για το καθεστώς των δυνάμεων του NATO, που μπορεί να περιλαμβάνει και εξαρτώμενα πρόσωπα, θα περιλαμβάνει επίσης και υπαλλήλους μη ελληνικού και μη εμπορικού οργανισμού που είναι υπήκοοι ή έχουν την συνήθη κατοικία τους στις Ηνωμένες Πολιτείες και οι οποίοι με σκοπό αποκλειστικά την συμβολή στην ευημερία, το ηθικό ή την εκπαίδευση των μελών της δύναμης, συνοδεύουν τις δυνάμεις αυτές στην Ελλάδα, όπως και πρόσωπα μη ελληνικής υπηκοότητας που προσλαμβάνονται από εργολάβους των Ηνωμένων Πολιτειών στην Ελλάδα. Ο αριθμός των θέσεων για το προσωπικό στο οποίο θα προσδίδεται η ιδιότητα των μελών του πολιτικού προσωπικού σύμφωνα με την παράγραφο αυτή, δεν θα υπερβαίνει τα είκοσι πέντε (25) άτομα επιπλέον από τον αριθμό εκείνων που υπάρχουν την 1η Ιουνίου 1983 χωρίς την ρητή συγκατάθεση της Κυβέρνησης της Ελληνικής Δημοκρατίας. Το προσωπικό αυτό δεν θεωρείται ότι έχει την ιδιότητα πολιτικού προσωπικού για τους σκοπούς του Άρθρου VIII της Συμφωνίας για το καθεστώς των δυνάμεων του NATO.

β. Άδειες παραμονής ή άδειες εργασίας δεν θα απαιτούνται για την πρόσληψη μελών πολιτικού προσωπικού σε σχέση με τις Ευκολίες.

5. Σχετικά με τις διατάξεις για το εργατικό δυναμικό:

α. Για κάθε ευκολία ή δραστηριότητα των δυνάμεων των Ηνωμένων Πολιτειών, θα καταρτισθούν δύο κατάλογοι θέσεων, ένας για το ελληνικό προσωπικό και ο άλλος για το προσωπικό των Ηνωμένων Πολιτειών, που θα απεικονίζουν τον αριθμό των θέσεων που υπάρχουν σε κάθε κατηγορία την 1η Ιουνίου 1983. Οποιαδήποτε μεταβολή πέρα του τρία τοις εκατό στην αναλογία των θέσεων των καταλόγων αυτών θα συμφωνείται αμοιβαία από τις δύο Κυβερνήσεις.

β. Σύμφωνα με το Άρθρο ΙΧ παράγραφος 4 της Συμφωνίας για το καθεστώς των δυνάμεων του ΝΑΤΟ, οι διατάξεις της ελληνικής εργατικής νομοθεσίας σχετικά με τους όρους απασχόλησης και εργασίας και ιδιαίτερα τις αποδοχές, τις συμπληρωματικές πληρωμές και τους όρους για την προστασία των εργαζομένων όπως εφαρμόζονται στον ιδιωτικό τομέα, θα τηρούνται ως προς τους Έλληνες υπήκοους που απασχολούνται στην Ελλάδα από τις δυνάμεις των Ηνωμένων Πολιτειών.

6. Σχετικά με τις προσωπικές φορολογικές απαλλαγές:

Σχετικά με το Άρθρο Χ της Συμφωνίας για το καθεστώς των δυνάμεων του ΝΑΤΟ, και σύμφωνα με το Άρθρο Ι παράγραφος 2 της ίδιας Συμφωνίας, τα μέλη της δύναμης των Ηνωμένων Πολιτειών και του πολιτικού προσωπικού απαλλάσσονται οποιουδήποτε φόρου ή όμοιας επιβάρυνσης στην Ελλάδα επί της ιδιοκτησίας, κατοχής, χρήσης, μεταβίβασης μεταξύ τους εν ζωή ή με αιτία θανάτου για τα είδη εμπράγματος κινητής περιουσίας που εισήγαγαν στην Ελλάδα ή αποκτήθηκαν εκεί για προσωπική τους χρήση. Ένα αυτοκίνητο ιδιοκτησίας μέλους της δύναμews ή του πολιτικού προσωπικού θα εξαιρείται από τα ελληνικά τέλη κυκλοφορίας, εισφορές για την έκδοση αριθμού κυκλοφορίας ή άδειας και από παρόμοιες επιβαρύνσεις.

7. Σχετικά με τις εργολαβικές εταιρίες:

Οι δυνάμεις των Ηνωμένων Πολιτειών μπορούν να συνάπτουν συμβάσεις με εμπορικές επιχειρήσεις για την παροχή υπηρεσιών ή για την κατασκευή έργων στην Ελλάδα. Σύμφωνα με τους νόμους και κανονισμούς τους, οι δυνάμεις των Ηνωμένων Πολιτειών μπορούν να προμηθεύονται απ'ευθείας από οποιαδήποτε πηγή* εν τούτοις, θα χρησιμοποιούν ελληνικές εργολαβικές εταιρίες στον μέγιστο δυνατό βαθμό για την εκτέλεση κατασκευαστικών έργων.

8. Σύμφωνα με το Άρθρο XI της Συμφωνίας, τα Μέρη προτίθενται να συνάψουν μία ενοποιημένη τεχνική διευθέτηση η οποία θα ενσωματώνει τις διατάξεις που περιλαμβάνονται στο παρόν Παράρτημα και θα εκσυγχρονίζει τις προηγούμενες Συμφωνίες και πρακτική που αφορά στο καθεστώς των δυνάμεων των Ηνωμένων Πολιτειών στην Ελλάδα.

Δ. Άρθρο IV της Συμφωνίας

Οι ευθύνες των αρμοδίων Ελληνικών Αρχών για την ασφάλεια και τηρήρηση της τάξης στην περίμετρο της ευκολίας που ρητά αναφέρονται στο Άρθρο IV (1) της Συμφωνίας, θα εκπληρώνονται σύμφωνα με συμφωνημένες διαδικασίες. Οι ευθύνες συνδέσμου και συντονισμού του Έλληνα Αντιπροσώπου βάσει του άρθρου αυτού θα περιλαμβάνουν τον σύνδεσμο και συντονισμό με τις αρχές τελωνείων, δημόσιας τάξης, εργασίας, υπηρεσίας αλλοδαπών και τοπικής αυτοδιοίκησης.

Ε. Άρθρο V της Συμφωνίας

Οι συμφωνημένες διαδικασίες που αναφέρονται στην παράγραφο 1 του Άρθρου αυτού, θα περιλαμβάνουν την κατά περίπτωση εξουσιοδότηση από ανώτερες Ελληνικές Αρχές, ταυτότητα και ανάλογη άδεια διαβάθμισης ασφάλειας του ατόμου, κατάλληλη προστασία των πληροφοριών που αποκτώνται κατά την διάρκεια της πρόσβασης και προηγούμενη προειδοποίηση.

ΣΤ. Άρθρο VI της Συμφωνίας

1. Και τα δύο Μέρη θα ορίσουν στρατιωτικούς και διπλωματικούς αντιπροσώπους στη Μικτή Επιτροπή.

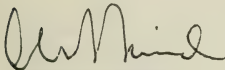
2. Επιπλέον από οποιαδήποτε άλλα καθήκοντα που μπορούν να συμφωνηθούν αμοιβαία, η Μικτή Επιτροπή θα λαμβάνει πληροφορίες από τους Έλληνες Αντιπροσώπους και τους Διοικητές των δυνάμεων των Ηνωμένων Πολιτειών στις Ευκολίες. Θα επιλαμβάνεται ερωτημάτων ή διαφορών σχετικά με την ερμηνεία ή εφαρμογή που οι αξιωματούχοι αυτοί μπορεί να υποβάλουν και θα αποστέλει στους αξιωματούχους αυτούς συμφωνημένες οδηγίες δια μέσου της αντίστοιχης ελληνικής και αμερικανικής αλύσου διοικήσεως.

Ζ. Άρθρο ΙΧ της Συμφωνίας

Η μακροπρόθεσμη δίκαιη ισορροπία στην αμοιβαία ροή αμυντικών προμηθειών για τις ένοπλες δυνάμεις των δύο Κυβερνήσεων, που αναφέρεται στην παράγραφο 3, θα λαμβάνει υπόψη το σχετικό τεχνολογικό επίπεδο των προμηθειών αυτών και θα είναι συνεπής με την εθνική τους πολιτική.

Υπογράφηκε στην Αθήνα την 8η ημέρα του μηνός Σεπτεμβρίου, 1983, σε δύο αντίτυπα, στην Ελληνική και Αγγλική γλώσσα, και τα δύο δε κείμενα είναι εξ ίσου αυθεντικά.

ΓΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΗ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ
ΤΗΣ ΑΜΕΡΙΚΗΣ



ΑΛΑΝ ΜΠΕΡΑΙΝΤ
Επιτετραμμένος

ΓΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΗ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ



ΓΙΑΝΝΗΣ Π. ΚΑΨΗΣ
Υφυπουργός Εξωτερικών

MEXICO

Agriculture: Mediterranean Fruit Fly

*Agreement signed at Mexico September 30, 1983;
Entered into force September 30, 1983;
Effective October 1, 1983.*

United States Department of Agriculture,
Animal and Plant Health Inspection Service,
Washington, DC 20250

SECRETARIA DE AGRICULTURA Y
RECURSOS HIDRAULICOS DE MEXICO

Programa Moscamed

Mexico, Mexico

State of Chiapas

Accounting Code: 4528602-505

September 30, 1983

The Plant Protection and Quarantine of this Service desires to renew Cooperative Agreement No. 12-16-86-043 [¹] for the period October 1, 1983 through September 30, 1984.

This renewal is contingent upon the passage by the Congress of an appropriation from which expenditures thereunder legally may be met and shall not obligate the United States upon failure of the Congress to so appropriate. Furthermore, Federal obligations under this agreement shall be in accordance with the approved program narrative (work plan) and financial plan prepared for the period covered.

We would appreciate your concurrence in this renewal by signing and returning the original and one copy of this letter to the return address shown below. One signed copy should be retained for your files.

Reimbursement by the Service for the period covered by this renewal shall be in an amount mutually agreeable.

John S. Nichols/for
LAR - Ed L. Ayers, Jr.

Concurred in:

J HENDRICKS

Jorge Hendricks

National Medfly Program Coordinator

RETURN TO:

USDA-APHIS-PPQ-LAR

P.O. Box 3098

Laredo, Texas 78041

¹TIAS 10373, 10517; 34 UST 481, 2735.

PEOPLE'S REPUBLIC OF BULGARIA

Fisheries Off the United States Coasts

Agreement signed at Washington September 22, 1983;

Entered into force April 12, 1984.

With agreed minute.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA
CONCERNING FISHERIES OFF THE COASTS
OF THE UNITED STATES

The Government of the United States of America and the
Government of the People's Republic of Bulgaria,

Considering their common concern for the rational
management, conservation and achievement of optimum yield
of fish stocks off the coasts of the United States;

Recognizing that the United States has established by
Presidential Proclamation of March 10, 1983 an exclusive
economic zone within 200 nautical miles of its coasts within
which the United States has sovereign rights to explore,
exploit, conserve and manage all fish and that the United
States also has such rights over the living resources of the
continental shelf appertaining to the United States and to
anadromous species of fish of United States origin;

Considering the past experience and cooperation between
the two Parties under the Agreement between the Government
of the United States of America and the Government of the
People's Republic of Bulgaria Concerning Fisheries Off the
Coasts of the United States, signed December 17, 1976,^[1] and
in anticipation of continued and improved cooperation in
the field of fisheries; and

Desirous of establishing reasonable terms and conditions
pertaining to fisheries of mutual concern over which the United
States has sovereign rights to explore, exploit, conserve and
manage;

Have agreed as follows:

¹ TIAS 9045; 29 UST 3955.

ARTICLE I

The purpose of this Agreement is to promote effective conservation, rational management and the achievement of optimum yield in the fisheries of mutual interest off the coasts of the United States, to facilitate the rapid and full development of the United States fishing industry and to establish a common understanding of the principles and procedures under which fishing may be conducted by nationals and vessels of the People's Republic of Bulgaria for the living resources over which the United States has sovereign rights to explore, exploit, conserve and manage.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States has sovereign rights to explore, exploit, conserve and manage" means all fish within the exclusive economic zone of the United States (except highly migratory species of tuna), all anadromous species of fish that spawn in the fresh or estuarine waters of the United States and migrate to ocean waters while

present in the United States exclusive economic zone and in areas beyond national fisheries jurisdictions recognized by the United States and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, molluscs, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds and highly migratory species;

3. "fishery" means

a. one or more stocks of fish that can be treated as a unit for purposes of conservation and management and that are identified on the basis of geographical, scientific, technical, recreational and economic characteristics; and

b. any fishing for such stocks;

4. "exclusive economic zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

5. "fishing" means

- a. the catching, taking or harvesting of fish;
- b. the attempted catching, taking or harvesting of fish;
- c. any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish;
- d. any operations at sea, including processing, directly in support of, or in preparation for, any activity described in subparagraphs a. through c. above, provided that such term does not include other legitimate uses of the high seas, including any scientific research activity;

6. "fishing vessel" means any vessel, boat, ship, or other craft that is used for, equipped to be used for, or of a type that is normally used for

- a. fishing; or
- b. aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing;

7. "highly migratory species" means species of tuna which in the course of their life cycle, spawn and migrate over great distances in waters of the ocean; and

8. "marine mammal" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears.

ARTICLE III

1. The Government of the United States of America is willing to allow access for foreign fishing vessels including fishing vessels of the People's Republic of Bulgaria to harvest, in accordance with terms and conditions to be established in permits issued under Article VII, that portion of the total allowable catch for a specific fishery that will not be harvested by United States fishing vessels and is determined to be available to foreign fishing vessels in accordance with United States law.

2. The Government of the United States of America shall determine each year, subject to such adjustments as may be necessitated by unforeseen circumstances affecting the stocks, and in accordance with United States law:

- a. the total allowable catch for each fishery based on optimum yield, taking into account the best available scientific evidence, and social, economic and other relevant factors;
- b. the harvesting capacity of United States fishing vessels in respect of each fishery;
- c. the portion of the total allowable catch for a specific fishery to which access will be provided, on a periodic basis each year, to foreign fishing vessels; and
- d. the allocation of such portion that may be made available to permitted fishing vessels of the People's Republic of Bulgaria.

3. In the implementation of paragraph 2 of this Article, the United States shall determine each year the measures necessary to prevent overfishing while achieving, on a continuing basis, the optimum yield from each fishery in accordance with United States law. Such measures may include, inter alia:

- a. designated areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;
- b. limitations on the catch of fish based on area, species, size, number, weight, sex, incidental catch, total biomass or other factors;
- c. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days each vessel of the total fleet may engage in a designated area for a specified fishery;
- d. requirements as to the types of gear that may, or may not, be employed; and
- e. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

4. The Government of the United States of America shall notify the Government of the People's Republic of Bulgaria of the determinations provided for by this Article on a timely basis.

ARTICLE IV

In determining the portion of the surplus that may be made available to vessels of each country, including the People's Republic of Bulgaria, the Government of the United States of America will decide on the basis of the factors identified in United States law including:

1. whether, and to what extent, such nations impose tariff barriers or nontariff barriers on the importation, or otherwise restrict the market access, of United States fish or fishery products;
2. whether, and to what extent such nations are cooperating with the United States in the advancement of existing and new opportunities for fisheries trade, particularly through the purchase of fish or fishery products from United States processors or from United States fishermen;
3. whether, and to what extent, such nations and the fishing fleets of such nations have cooperated with the United States in the enforcement of United States fishing regulations;
4. whether, and to what extent, such nations require the fish harvested from the exclusive economic zone for their domestic consumption;
5. whether, and to what extent, such nations otherwise contribute to, or foster the growth of, a sound and economic United States fishing industry, including minimizing gear

TIAS 10816

conflicts with fishing operations of United States fishermen, and transferring harvesting or processing technology which will benefit the United States fishing industry;

6. whether, and to what extent, the fishing vessels of such nations have traditionally engaged in fishing in such fishery;

7. whether, and to what extent, such nations are cooperating with the United States in, and making substantial contributions to, fishery research and the identification of fishery resources; and

8. such other matters as the United States deems appropriate.

ARTICLE V

The Government of the People's Republic of Bulgaria shall cooperate with and assist the United States in the development of the United States fishing industry and the increase of United States fishery exports by taking such measures as reducing or removing impediments to the importation and sale of United States fishery products, providing information concerning technical and administrative requirements for access of United States fishery products into the People's Republic of Bulgaria, providing economic data, sharing

expertise, facilitating the transfer of harvesting or processing technology to the United States fishing industry, facilitating appropriate joint venture and other arrangements, informing its industry of trade and joint venture opportunities with the United States, and taking other actions as may be appropriate.

ARTICLE VI

The Government of the People's Republic of Bulgaria shall take all necessary measures to ensure:

1. that nationals and vessels of the People's Republic of Bulgaria refrain from fishing for living resources over which the United States has sovereign rights to explore, exploit, conserve and manage except as authorized pursuant to this Agreement;
2. that all such vessels so authorized comply with the provisions of permits issued pursuant to this Agreement and applicable laws of the United States and the People's Republic of Bulgaria; and
3. that the total allocation referred to in Article III, paragraph 2.d. of this Agreement is not exceeded for any fishery.

ARTICLE VII

The Government of the People's Republic of Bulgaria may submit an application to the Government of the United States of America for a permit for each fishing vessel of the People's Republic of Bulgaria that wishes to engage in fishing in the exclusive economic

zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with Annex I, which constitutes an integral part of this Agreement. The Government of the United States of America may require the payment of fees for such permits and for fishing in the United States exclusive economic zone. The Government of the People's Republic of Bulgaria undertakes to keep the number of applications to the minimum required, in order to aid in the efficient administration of the permit program.

ARTICLE VIII

The Government of the People's Republic of Bulgaria shall ensure that nationals and vessels of the People's Republic of Bulgaria refrain from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the United States exclusive economic zone, except as may be otherwise provided by an international agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States of America.

ARTICLE IX

The Government of the People's Republic of Bulgaria shall ensure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each vessel of the People's Republic of Bulgaria is prominently displayed in the wheelhouse of such vessel;
2. appropriate position-fixing and identification equipment, as determined by the Government of the United States of America, is installed and maintained in working order on each vessel;
3. designated United States observers are permitted to board, upon request, any such fishing vessel, and shall be accorded the courtesies and accommodations provided to ship's officers while aboard such vessel, and owners, operators and crews of such vessel shall cooperate with observers in the conduct of their official duties, and, further, the Government of the United States of America shall be reimbursed for the costs incurred in the utilization of observers;
4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to an owner or operator of a vessel of the People's Republic of Bulgaria for any cause arising out of the conduct of fishing activities for the living resources over which the United States has sovereign rights to explore, exploit, conserve and manage; and
5. all necessary measures are taken to minimize fishing gear conflicts and to ensure the prompt and adequate compensation of United States citizens for any loss of, or damage to, their fishing vessels, fishing gear or catch, and resultant

economic loss, that is caused by any fishing vessel of the People's Republic of Bulgaria as determined by applicable United States procedures.

ARTICLE X

The Government of the People's Republic of Bulgaria shall take all appropriate measures to assist the United States in the enforcement of its laws pertaining to fishing in the exclusive economic zone and to ensure that each vessel of the People's Republic of Bulgaria that engages in fishing for living resources over which the United States has sovereign rights to explore, exploit, conserve and manage shall allow and assist the boarding and inspection of such vessel by any duly authorized enforcement officer of the United States and shall cooperate in such enforcement action as may be undertaken pursuant to the laws of the United States.

ARTICLE XI

1. The Government of the United States of America will impose appropriate penalties, in accordance with the laws of the United States, on vessels of the People's Republic of Bulgaria or their owners, operators or crews, that violate the requirements of this Agreement or of any permit issued hereunder.

2. Arrested vessels and their crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court.

3. In any case arising out of fishing activities under this Agreement, the penalty for violation of fishery regulations shall not include imprisonment or any other form of corporal punishment except in the case of enforcement related offenses such as assault on an enforcement officer or refusal to permit boarding and inspection.

4. In cases of seizure and arrest of a vessel of the People's Republic of Bulgaria by the authorities of the Government of the United States of America, notification shall be given promptly through diplomatic channels informing the Government of the People's Republic of Bulgaria of the action taken and of any penalties subsequently imposed.

ARTICLE XII

1. The Governments of the United States of America and the People's Republic of Bulgaria shall cooperate in the conduct of scientific research required for the purpose of managing and conserving living resources over which the United States has sovereign rights to explore, exploit, conserve and manage, including the compilation of the best available scientific information for management and conservation of stocks of mutual interest.

2. The competent agencies of the two Governments shall cooperate in the development of a periodic research plan on stocks of mutual concern through correspondence or meetings as appropriate, and may modify it from time to time by agreement. The agreed research plans may include, but are not limited to, the exchange of information and scientists, regularly scheduled meetings between scientists to prepare research plans and review progress, and jointly conducted research projects.

3. The conduct of agreed research during regular commercial fishing operations on board a fishing vessel of the People's Republic of Bulgaria in the United States exclusive economic zone shall not be deemed to change the character of the vessel's activities from fishing to scientific research. Therefore, it will still be necessary to obtain a permit for the vessel in accordance with Article VII.

4. The Government of the People's Republic of Bulgaria shall cooperate with the Government of the United States of America in the implementation of procedures for collecting and reporting biostatistical information and fisheries data, including catch and effort statistics, in accordance with procedures which will be stipulated by the United States.

ARTICLE XIII

The Government of the United States of America and the Government of the People's Republic of Bulgaria shall carry out periodic bilateral consultations regarding the implementation of this Agreement and the development of further cooperation in the field of fisheries of mutual concern, including the establishment of appropriate multilateral organizations for the collection and analysis of scientific data respecting such fisheries.

ARTICLE XIV

The Government of the United States of America undertakes to authorize fisheries research vessels and fishing vessels of the People's Republic of Bulgaria allowed to fish pursuant to this Agreement to enter designated ports in accordance with United States laws and regulations referred to in Annex II, which constitutes an integral part of this Agreement.

ARTICLE XV

Should the Government of the United States of America indicate to the Government of the People's Republic of Bulgaria that nationals and vessels of the United States wish to engage in fishing in the fishery conservation zone of the People's Republic of Bulgaria, or its equivalent, the Government of the People's Republic of Bulgaria will allow such fishing on the basis of reciprocity and on terms not more restrictive than those established in accordance with this Agreement.

ARTICLE XVI

Nothing contained in the present Agreement shall prejudice the views of either Government with respect to the existing territorial or other jurisdiction of the coastal State for all purposes other than the conservation and management of fisheries.

ARTICLE XVII

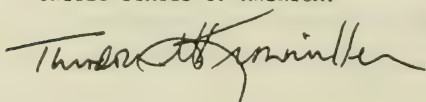
1. This Agreement shall enter into force on a date to be agreed upon by exchange of notes,^[1] following the completion of internal procedures of both Governments, and remain in force until July 1, 1988, unless extended by an exchange of notes between the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement after giving written notice of such termination to the other Party 12 months in advance.

2. At the request of either Party, this Agreement shall be subject to review by the two Governments two years after its entry into force.

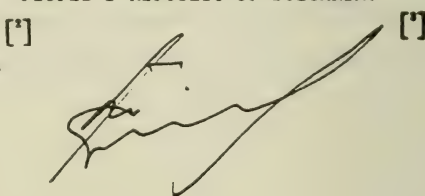
IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE at Washington, September 22, 1983, in the English and Bulgarian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA:



¹ Apr. 12, 1984.

² Theodore Kronmiller.

³ Stoyan Zhulen.

ANNEX I

Application and Permit Procedures

The following procedures shall govern the application for and issuance of annual permits authorizing vessels of the People's Republic of Bulgaria to engage in fishing for living resources over which the United States has sovereign rights to explore, exploit, conserve and manage:

1. The Government of the People's Republic of Bulgaria may submit an application to the competent authorities of the United States for each fishing vessel of the People's Republic of Bulgaria that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose.

2. Any such application shall specify

- a. the name and official number or other identification of each fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;
- b. the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the vessel as may be requested;

- c. a specification of each fishery in which each vessel wishes to fish;
- d. the amount of fish or tonnage of catch by species contemplated for each vessel during the time such permit is in force;
- e. the ocean area in which, and the season or period during which, such fishing would be conducted; and
- f. such other relevant information as may be requested, including desired transshipping areas.

3. The Government of the United States of America shall review each application, shall determine what conditions and restrictions may be needed, and what fee will be required, and shall inform the Government of the People's Republic of Bulgaria of such determinations. The Government of the United States of America reserves the right not to approve applications.

4. The Government of the People's Republic of Bulgaria shall thereupon notify the Government of the United States of America of its acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of its objections thereto.

5. Upon acceptance of the conditions and restrictions by the Government of the People's Republic of Bulgaria and the payment of any fees, the Government of the United States of America shall approve the application and issue a permit for

each Bulgarian fishing vessel, which fishing vessel shall thereupon be authorized to fish in accordance with this Agreement and the terms and conditions set forth in the permit. Such permits shall be issued for a specific vessel and shall not be transferred.

6. In the event the Government of the People's Republic of Bulgaria notifies the Government of the United States of America of its objections to specific conditions and restrictions, the two sides may consult with respect thereto and the Government of the People's Republic of Bulgaria may thereupon submit a revised application.

7. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Governments.

ANNEX II

Procedures Relating to United States Port Calls

Article XIV of the Agreement provides for the entry of certain vessels of the People's Republic of Bulgaria into designated ports of the United States in accordance with United States law for certain purposes. Annex II designates the ports and purposes authorized and describes procedures which govern such port entries.

1. The following types of vessels are authorized to enter the ports specified following a notice received at least four working days in advance of the entry:

Fisheries research vessels, fishing vessels participating in joint ventures involving over-the-side purchases of fish from United States fishing vessels, and other fishing vessels (including support vessels) of the People's Republic of Bulgaria which have been issued permits pursuant to the Agreement are authorized to enter the ports of Astoria, Oregon; Baltimore, Maryland; Boston, Massachusetts; Coos Bay, Oregon; Eureka, California; New York, New York; and Philadelphia, Pennsylvania.

2. Vessels referred to in paragraph 1 above may enter the ports referred to for a period not exceeding seven calendar days for the purposes of coordinating scientific activities

to exchange scientific data, equipment, and personnel, and to replenish ships' stores or fresh water, obtain bunkers, provide rest for or make changes in the vessels' personnel by charter flights subject to the civil aviation and other laws and regulations of the United States, obtain repairs, or obtain other services normally provided in such ports, and, as necessary, to receive permits. In exceptional cases involving force majeure vessels may remain in port for longer periods required to effect repairs necessary for seaworthiness and operational reliability without which the voyage could not be continued. All such entries into port shall be in accordance with applicable rules and regulations of the United States and of state and local authorities in the areas wherein they have jurisdiction.

3. The notice referred to in paragraph 1 shall be made by an agent for the vessel to the United States Coast Guard (GWPE) in accordance with standard procedures using telex (892427), teletype communication "TWX" (710-822-1959), or (Western Union). With respect to vessels desiring to enter United States ports under this Agreement, the United States reserves the right to require such vessels to submit to inspection by authorized personnel of the United States Coast Guard or other appropriate Federal agencies.

4. The Government of the United States of America at the consular sections of its diplomatic missions will accept crew lists in application for visas valid for a period of 12 months for multiple entry into the specified United States ports. Such a crew list shall be submitted at least 14 days prior to the first entry of a vessel into a port of the United States. Submission of an amended (supplemental) crew list subsequent to departure of a vessel from a port of the People's Republic of Bulgaria will also be subject to the provisions of this paragraph, provided that visas thereunder shall be valid for 12 months from the date of issuance of the original crew list visa. Notification of entry shall specify if shore leave is requested under such multiple entry visa.

5. In cases where a crewmember of a vessel of the People's Republic of Bulgaria is evacuated from his vessel to the United States for the purpose of emergency medical treatment, authorities of the People's Republic of Bulgaria shall ensure that the crewmember departs from the United States within 14 days after his release from the hospital. During the period that the crewmember is in the United States, representatives of the People's Republic of Bulgaria will be responsible for him.

6. The exchange of crews of vessels of the People's Republic of Bulgaria in the specified ports shall be permitted

subject to submission to the consular section of United States diplomatic missions of applications for individual transit visas and crewman visas for replacement crewmen. Applications shall be submitted 14 days in advance of the date of the arrival of the crewmen in the United States and shall indicate the names, dates and places of birth, the purpose of the visit, the vessel to which assigned, and the modes and dates of arrival of all replacement crewmen. Individual passports or crewmember's documents shall accompany each application. Subject to United States laws and regulations, the United States mission will affix transit and crewmen visas to each passport or seaman's document before it is returned. In addition to the requirements above, the name of the vessel and date of its expected arrival, a list of names, dates and places of birth for those crewmen who shall be admitted to the United States under the responsibility of the People's Republic of Bulgaria representatives for repatriation to the People's Republic of Bulgaria and the dates and manner of their departure from the United States shall be submitted to the Department of State 14 days in advance of arrival.

7. The provisions of Annex II may be amended by agreement through an exchange of notes between the two Governments.

AGREED MINUTE

With respect to Article V, the representative of the Government of the United States of America stated that the economic data likely to be sought would be economic data related to various aspects of fisheries and trade in fishery products.

The representative of the Government of the United States of America further stated that Article V illustrates the kinds of cooperation and assistance that might be sought, and that such cooperation and assistance in his view would result in benefits to both Parties. The representative of the Government of the United States of America also stated that, consistent with United States law, the Government of the United States of America would provide to the Government of the People's Republic of Bulgaria available information and would otherwise appropriately assist the Government of the People's Republic of Bulgaria in promoting cooperation in the fisheries area.

С П О Г О Д Б А

МЕЖДУ ПРАВИТЕЛСТВОТО НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ
И ПРАВИТЕЛСТВОТО НА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ
ОТНОСНО РИБОЛОВА ПРЕД КРАЙБРЕЖИЯТА НА СЪЕДИНЕНИТЕ
АМЕРИКАНСКИ ЩАТИ

Правителството на Съединените Американски Щати и
Правителството на Народна Република България

Отчитайки тяхната взаимна заинтересованост от рационално
управление, съхранение и постигане на оптимален добив от рибните
запаси пред крайбрежията на Съединените Американски Щати;

Признавайки, че Съединените Американски Щати с Прокламация
на Президента от 10 март 1983г. са установили изключителна
икономическа зона в район от 200 морски мила от своето крайбрежие,
в която Съединените Американски Щати имат суверенни права да
проучват, експлоатират, съхраняват и управляват всички видове риба,
и че Съединените Американски Щати имат същите права върху живите
ресурси на континенталния шelf, принадлежащ на Съединените
Американски Щати и върху анадромните видове риба, произхождащи от
Съединените Американски Щати;

Отчитайки предишния опит и сътрудничество между двете
страни съгласно Спогодбата между Правителството на Народна
Република България и Правителството на Съединените Американски
Щати, касаеща риболова пред крайбрежията на Съединените Американски
Щати, подписана на 17 декември 1976 година и в очакване на трайно
и усъвършенствувано сътрудничество в областта на риболова: и

Ръководени от желанието да установят разумни норми и
условия, отнасящи се до риболова на запаси от взаимен интерес, върху
които Съединените Американски Щати имат суверенни права за
проучване, експлоатация, съхранение и управление;

Се съгласиха на следното:

Ч Л Е Н I .

Целта на тази Спогодба е да осигури ефективно съхранение, рационално управление и постигане на оптимален добив при риболова от взаимен интерес пред крайбрежията на Съединените Американски Щати, да съдейства за ускореното и цялостно развитие на риболовната промишленост на Съединените Американски Щати и да постигне взаимно разбиране на принципите и процедурите, при които може да бъде провеждан риболов от граждани и кораби на Народна Република България на живи ресурси, върху които Съединените Американски Щати имат суверенни права за проучване, експлоатация, съхранение и управление.

Ч Л Е Н II .

За целите на тази Спогодба, определението:

1. "живи ресурси, върху които Съединените Американски Щати имат суверенни права за проучване, експлоатация, съхранение и управление" означава всички видове риба в изключителната икономическа зона на Съединените Американски Щати /с изключение на далекомигриращите видове тунци/, всички анадромни видове риба, които се размножават в спадки или естуарни води на Съединените Американски Щати и мигрират в океански води, докато се намират във водите на изключителната икономическа зона и в райони извън националните риболовни юрисдикции, признати от Съединените Американски Щати и всички живи ресурси на континенталния шelf, притежащ на Съединените Американски Щати;

2. "риба", означава всички перкови риби, некотопи, ранообразни и други форми на морския растителен и животински свят, с изключение на морски бозайници, птици и далекомигриращи видове;

3. "риболовна дейност" означава:

а/ един или няколко запаса от риба, които могат да бъдат разглеждани като едно цяло, за целите на съхранението и управлението

и които са определени въз основа на географски, научни, технически, спортни и икономически характеристики; и

в/ риболова на такива запаси.

4. "изключителна икономическа зона" означава зоната, прилежаща на териториалното море на Съединените Американски Щати, чиято морска граница е линията, прекарана по такъв начин, че всяка точка от нея да отстои на 200 морски мили от базисната линия, от която се измерва ширината на териториалното море на Съединените Американски Щати:

5. "риболовене" означава:

а/ ловене, изземване или събиране на риба;

в/ опитите за ловене, изземване или събиране на риба;

с/ всяка друга дейност, от която резонно може да се очаква, че ще доведе до ловене, изземване или събиране на риба;

д/ всякакви операции на море, включително преработка, пряко в помощ на, или в подготовка за каквато и да е дейност, описана в подпараграфи от "а" до "с" по-горе, при условие, че този термин не включва друго законно използване на открито море, включително каквато и да е научно-изследователска дейност;

6. "риболовен кораб", означава всеки кораб, лодка, параход или друг плавателен съд, използван за, оборудван, за да бъде използван за, или от тип, нормално използван за:

а/ риболов; и

в/ подпомагане или вземане участие в операциите на един или повече кораби на море, при упражняване на всякакъв род дейности, свързани с риболова, включително подготовка, снабдяване, складиране, съхранение, транспортиране или преработка;

7. "далекомигриращи видове" означава видове тунци, които през жизнения си цикъл се възпроизвеждат и мигрират на големи разстояния във водите на океана; и

8. "морски бозайници" означава всяко млекопитаещо, което морфологически е приспособено към морската среда, включително морски видри и екземпляри от разредите Сирения, Пинипедия и Цетацея, или населяващи предимно морската среда, каквито са белите мечки.

Ч Л Е Н III.

1. Правителството на Съединените Американски Щати желае да разреши достъп на чуждестранни риболовни кораби включително и на риболовни кораби на Народна Република България, да повят в съответствие с нормите и условията, които ще бъдат посочени в разрешителните, издавани съгласно Член VII, онази част от общия допустим улов за определен запас, която няма да бъде добивана от корабите на Съединените Американски Щати и е определена да бъде на разположение на чуждестранни риболовни кораби в съответствие със законите на Съединените Американски Щати.

2. Правителството на Съединените Американски Щати всяка година ще определя, предмет на такива изменения, които могат да бъдат предизвикани по необходимост от непредвидени обстоятелства, отразяващи се върху състоянието на запасите и в съответствие със Законите на Съединените Американски Щати:

а/ общия допустим улов за всеки отделен запас, на базата на оптималния добив, вземайки предвид съществуващите най-добри научни данни и социални, икономически и други подходящи фактори;

в/уловните възможности на риболовните кораби на Съединените Американски Щати по отношение на всеки отделен запас;

с/ тази част от общия допустим улов за специфичен запас, за който ще бъде предоставян достъп на периодична основа всяка година, на чуждестранни риболовни кораби; и

д/ разпределението на такава част, която може да бъде предоставена на риболовни кораби на Народна Република България, притежаващи разрешителни.

3. При прилагането на параграф 2 на този член, Съединените Американски Щати ще определят всяка година необходимите мерки за избягване на свръхулова при постигане на трайна основа оптималния добив от всеки запас в съответствие със закона на Съединените Американски Щати. Тези мерки могат да включват: между другото:

а/ определени зони, в които и периоди, когато риболовът ще бъде разрешен, ограничен, или провеждан само от определен тип риболовни кораби, или с определен тип и количества риболовно оборудване;

в/ ограничения на улова на риба на базата на зоната, видовете размера, броя, теглото, пола, случайния прилов, общата биомаса или други фактори;

с/ ограничения на броя и типа риболовни кораби, които могат да бъдат заети с риболов и /или на броя на риболовните дни, през които всеки отделен кораб от цялата флотия може да се заминава със специфичен риболов в определена зона;

д/ изисквания по отношение на типа риболовно оборудване, което може или не може да бъде употребявано; и

е/ изисквания, предназначени да улеснят прилагането на такива условия и ограничения, включително поддържането на подходящо оборудване за фиксиране на местоположението и идентифициране.

4. Правителството на Съединените Американски Щати ще известява своевременно Правителството на Народна Република България за решенията, взети съгласно този член.

Ч Л Е Н IV.

При определяне частта от излишък, която може да се предостави на корабите на всяка страна, включително на Народна Република България, Правителството на Съединените Американски Щати ще решава на основание на факторите, посочени в закона на Съединените Американски Щати, включително:

1. Дати и до каква степен, такива нации налагат тарифни или нетарифни бариери върху вноса, или по друг начин ограничават достъпа до пазарите на риба или рибни продукти от Съединените Американски Щати;

2. Дати и до каква степен такива нации сътрудничат със

Съединените Американски Щати при укрепването на съществуващите и на нови възможности за рибна търговия, по-специално чрез закупуването на риба или рибни продукти от производителите или риболовци от Съединените Американски Щати:

3. Дати и до каква степен, такива нации и техните риболовни флоти са сътрудничили със Съединените Американски Щати при прилагането на риболовните регулации на Съединените Американски Щати;

4. Дати и до каква степен такива нации изискват уловената от изключителната икономическа зона риба за тяхна вътрешна консумация;

5. Дати и до каква степен, такива нации по друг начин допринасят за или подпомагат растежа на силна икономически риболовна индустрия на Съединените Американски Щати, включително осигурявайки до минимум конфликтите на риболовното оборудване с риболовните операции на риболовците от Съединените Американски Щати и предават уловна или преработвателна технология, която ще бъде от полза за риболовната индустрия на Съединените Американски Щати;

6. Дати и до каква степен, риболовните кораби на такива страни са участвували традиционно в такава риболовна дейност;

7. Дати и до каква степен, такива нации сътрудничат със Съединените Американски Щати във и имат съществен принос за риболовните изследвания и идентифицирането на рибните ресурси; и

8. Други такива въпроси, които Съединените Американски Щати считат за подходящи.

Ч Л Е Н V.

Правителството на Народна Република България ще сътрудничи с и ще подпомага Съединените Американски Щати в развитието на риболовната индустрия на Съединените Американски Щати и в

повишаването на рибния износ на Съединените Американски Щати, като предприема такива мерки като намаляване или премахване на пречките за вноса и продажбата на рибни продукти на Съединените Американски Щати, предоставя информация относно техническите и административни изисквания за достъп на рибни продукти на Съединените Американски Щати в Народна Република България, предоставя икономически данни, споделя опит, улеснява предаването на риболовна или рибо-преработвателна технология на риболовната индустрия на Съединените Американски Щати, улеснява създаването на подходящи смесени предприятия и други мерки, информира своята индустрия за възможностите за създаване на смесени дружества и търговия със Съединените Американски Щати и предприема такива действия, които биха били подходящи.

Ч Л Е Н VI.

Правителството на Народна Република България ще предприеме всички необходими мерки, за да осигури: шото:

1. Лица и кораби на Народна Република България да се въздържат от риболов на живи ресурси, върху които Съединените Американски Щати имат суверенни права за проучване, експлоатация, съхранение и управление, освен така както са упълномощени съгласно тази Спогодба.

2. Всички такива оторизирани кораби ще спазват условията в разрешителните, издавани съгласно тази Спогодба и действащите закони на Съединените Американски Щати и на Народна Република България; и

3. Общата квота, посочена в Член III параграф 2/д/ на тази Спогодба, да не бъде превишена за който и да е запас.

Ч Л Е Н VII.

Правителството на Народна Република България може да представи заявки пред Правителството на Съединените Американски Щати за издаване на разрешителни за всеки риболовен кораб на Народна Република България, който възнамерява да риболува в изключителната икономическа зона, съгласно тази Спогодба. Тези заявки ще се подготвят съгласно Приложение I, което съставлява неразделна част от тази Спогодба. Правителството на Съединените Американски Щати може да изисква заплащане на такси на такива разрешителни и за риболова в изключителната икономическа зона на Съединените Американски Щати. Правителството на Народна Република България се задължава да сведе броя на тези заявки до необходимия минимум, с цел да подпомогне ефикасното администриране на програмата за разрешителни.

Ч Л Е Н VIII.

Правителството на Народна Република България се задължава да **осигури**, че лица и кораби от Народна Република България ще се въздържат да заплашват, посят или убиват, или да правят опити да заплашват, посят или убиват каквито и да са морски бозайници в изключителната икономическа зона на Съединените Американски Щати, освен ако се предвижда друго, съгласно международна Спогодба, касаеща морските бозайници, в която Съединените Американски Щати членуват, или съгласно специфична оторизация за и контролиране на случайния лов на морските млекопитаещи, предоставена от Правителството на Съединените Американски Щати.

Ч Л Е Н IX.

Правителството на Народна Република България ще осигури при провеждане на риболова в съответствие с тази Спогодба:

1. Разрешителното за риболов за всеки риболовен кораб на Народна Република България да се поставя на видно място в командната рубка на кораба;

2. На всеки кораб да се монтира и поддържа в действие подходящо оборудване за фиксиране на местоположението и идентифициране, така както е определено от Правителството на Съединените Американски Щати;

3. На назначени от Съединените Американски Щати наблюдатели да се разрешава при поискване да се качват на борда на всеки риболовен кораб и им се осигуряват внимание и удобства, предоставяни на командния състав докато са на борда на кораба, и собствениците, капитаните и екипажите на тези кораби да сътрудничат с наблюдателите при изпълнението на техните официални задължения, а на Правителството на Съединените Американски Щати да бъдат заплатени разходите, извършени във връзка с използването на наблюдателите;

4. Да се посочат и осигури пребиваването в Съединените Американски Щати на агенти, които притежават оторизация да получават и отговарят по всякакъв юридически иск, предявен в Съединените Американски Щати срещу собственик или капитан на кораб на Народна Република България за всеки инцидент, възникващ при провеждането на риболов на живи ресурси, върху които Съединените Американски Щати имат суверенни права за проучване, експлоатация, съхранение и управление; и

5. Да се предприемат всички необходими мерки за свеждане до минимум конфликтите с риболовното оборудване и да се осигури бърза и адекватна компенсация на граждани на Съединените Американски Щати за всяка загуба или щета на техни риболовни кораби, риболовни уреди или улови и за резултатната икономическа загуба, причинена от който и да е риболовен кораб на Народна Република България, както е определено от прилаганите в Съединените Американски Щати процедури.

Ч Л Е Н Х.

Правителството на Народна Република България ще вземе всички необходими мерки да подпомага Съединените Американски Щати при прилагането на Законите,отнасящи се до риболова в изключителната икономическа зона, и да осигури всеки кораб на Народна Република България, ангажиран в риболов за живи ресурси, върху които Съединените Американски Щати имат суверенни права за проучване,експлоатация,съхранение и управление,да разрешава и подпомага качването на борда и инспектирането на този кораб от всеки надлежно упълномощен служител по контрола на Съединените Американски Щати,накто и да сътрудничи при такива контролни действия,които могат да бъдат предприети,в съответствие със законите на Съединените Американски Щати.

Ч Л Е Н Х I.

1. Правителството на Съединените Американски Щати ще налага съответни наказания,съгласно законите на Съединените Американски Щати,на кораби на Народна Република България или техните собственици,капитани или екипажи,които нарушават изискванията на тази Спогодба или на кое и да е разрешително,издадено съгласно Спогодбата.

2. Арестуваните кораби и техните екипажи ще бъдат незабавно освобождавани след внасяне на такава разумна полица или друга гаранция,наквато може да бъде определена от съда.

3. За всеки отделен случай,произтичащ от риболовната дейност съгласно тази Спогодба,наказанието за нарушение на риболовните регулации няма да включва лишаване от свобода или всякаква друга форма на телесно наказание,освен в случай на наказуемо деяние, свързано с контролната дейност,като например насилие над офицер по контрола или отказ да се разреши качване на борда и извършване на инспекция.

4. В случай на запавяне и арестуване на кораб на Народна Република България от оторизирани лица от Правителството на Съединените Американски Щати, съответно съобщение ще бъде дадено веднага по дипломатически канали, информиращо Правителството на Народна Република България за предприетите действия и за всякакви наложени наказания в последствие.

Ч Л Е Н XII.

1. Правителствата на Съединените Американски Щати и Народна Република България ще си сътрудничат при провеждането на научни изследвания, необходими за управлението и съхранението на живите ресурси, върху които Съединените Американски Щати имат суверенни права за проучване, експлоатация, съхранение и управление, включително компилацията на най-добрата налична научна информация за управление и съхранение на запасите от взаимен интерес.

2. Компетентните служби на двете правителства ще си сътрудничат за разработването на периодичен научен-изследователски план за запасите от взаимен интерес чрез кореспонденция или срещи, което е удобно в случая, и могат да го актуализират периодично по взаимно съгласие. Съгласуваните изследователски планове могат да включват, без да се ограничават само в, размяна на информация и научни работници, регулярно насрочени срещи между научни работници за подготовка на научни програми и отчитане на резултатите, както и съвместно проведени изследователски проекти.

3. Провеждането на съгласувано изследване по време на редовен промишлен риболов от борда на риболовен кораб на Народна Република България в изключителната икономическа зона на Съединените Американски Щати няма да променя характера на дейността му от риболов в научна дейност. Ето защо, все пак ще бъде необходимо да се получи разрешително за кораба, съгласно Член VII.

4. Правителството на Съединените Американски Щати ще сътрудничи с Правителството на Народна Република България при осъществяването на процедурите за събиране и отчитане на биостатистическа и риболовна информация, включително статистика за улов и усилне в съгласие с процедурите, които ще бъдат определени от Съединените Американски Щати.

Ч Л Е Н XIII.

Правителството на Съединените Американски Щати и Правителството на Народна Република България ще провеждат периодически двустарни консултации относно прилагането на тази Спогодба и развитието на бъдещото сътрудничество в областта на риболова от взаимен интерес, включително създаването на съответни многостранни организации за събиране и анализ на статистически данни във връзка с риболовната дейност.

Ч Л Е Н XIV.

Правителството на Съединените Американски Щати се задължава да упълномощи научно-изследователски и риболовни кораби на Народна Република България, на които е разрешено да риболуват съгласно тази Спогодба, да влизат в определени пристанища в съответствие със законите на Съединените Американски Щати и регулациите, посочени в Приложение II, което представлява неразделна част от настоящата Спогодба.

Ч Л Е Н XV.

Ако Правителството на Съединените Американски Щати уведоми Правителството на Народна Република България, че граждани или кораби на Съединените Американски Щати желаят да

риболоват в рибопловната охранителна зона на Народна Република България или нейния еквивалент, Правителството на Народна Република България ще разреши такъв риболов на базата на реципрочност и при условия, не по-ограничителни от тези, установени в съответствие с настоящата Спогодба.

Ч Л Е Н XVI.

Нищо съдържащо се в настоящата Спогодба не накърнява позициите на всяко от двете Правителства по отношение на териториалната или друга юрисдикция на крайбрежната държава за всякакви други цели, освен за съхранение и управление на риболова.

Ч Л Е Н XVII.

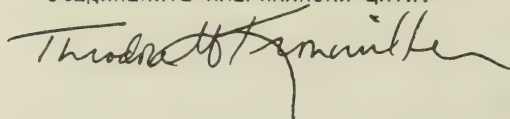
1. Тази Спогодба ще влезе в сила от датата, която ще бъде съвместно договорена чрез обмен на ноти, след приключване на вътрешните процедури на двете страни и остава в сила до 1 яни 1988 година, освен ако не бъде продължена чрез размяна на ноти между страните. Независимо от горното, всяка от страните може да прекрати настоящата Спогодба след представяне на писмена нота на другата страна за такова прекратяване дванадесет месеца предварително.

2. По искане на една от страните, настоящата Спогодба ще подлежи на преразглеждане от двете Правителства две години след влизането ѝ в сила.

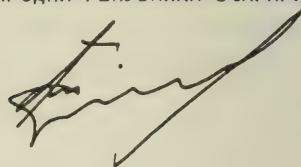
В уверение на което, доподписачите, съответно
упълномощени за тази цел, подписаха настоящата Спогодба.

Извършено във Вашингтон на 22. септември 1983 г. в два
екземпляра на български и английски език, като двата текста имат
еднаква сила.

ЗА ПРАВИТЕЛСТВОТО НА
СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ:



ЗА ПРАВИТЕЛСТВОТО НА
НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ:



П Р И Л О Ж Е Н И Е I.ПРОЦЕДУРИ ЗА ПОДАВАНЕ НА ЗАЯВКИ И
ИЗДАВАНЕ НА РАЗРЕШИТЕЛНИ ЗА РИБОЛЪВ

Следните процедури ще ръководят заявките за издаването на годишните разрешителни,упълномощаващи кораби на Народна Република България да провеждат риболов за живите ресурси,върху които Съединените Американски Щати упражняват суверенни права за проучване,експлоатация,съхранение и управление:

1. Правителството на Народна Република България може да представи на компетентните органи на Съединените Американски Щати заявка за всеки риболовен кораб на Народна Република България, който желае да извършва риболов в съответствие с настоящата Спогодба. Такава заявка ще бъде направена по образци,предоставени за тази цел от Правителството на Съединените Американски Щати.

2. Всяка такава заявка трябва да посочва:

а/ Име и регистров или друг начин за идентификация на всеки риболовен кораб, за който се иска разрешително, заедно с името и адреса на собственика и капитана;

в/ Тонажа,капацитета,скоростта,пеработващото оборудване, типа и количеството на риболовните уреди,накто и други такива сведения,отнасящи се до риболовните характеристики на кораба, каквито могат да бъдат поискани;

с/ Посочване на всеки запас,който корабът иска да лови;

д/ Количеството риба или тонажа на улова по видове, планирани за всеки кораб за периода на валидност на разрешителното;

е/ Океанския район, в който и сезона,през който ще се провежда този риболов; и

ф/ Такава друга подходяща информация,която може да бъде поискана,включително желаните райони за претоварни операции.

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3. Правителството на Съединените Американски Щати ще разгледа всяка заявка, ще определи какви условия и ограничения могат да бъдат необходими и каква такса ще се изисква и ще информира Правителството на Народна Република България за решенията си. Правителството на Съединените Американски Щати си запазва правото да не одобри заявките.

4. Правителството на Народна Република България ще уведоми след това Правителството на Съединените Американски Щати за приемането или отхвърлянето на тези условия и ограничения и в случай на отхвърлянето им – за възраженията си по тях.

5. След приемането на условията и ограниченията от Правителството на Народна Република България и заплащане на съответните такси, Правителството на Съединените Американски Щати ще одобри заявката и ще издаде разрешително за всеки риболовен кораб на Народна Република България, който кораб след това ще бъде упълномощен да риболува в съответствие с настоящата Спогодба и с условията и положенията, изложени в разрешителното. Такива разрешителни ще бъдат издавани за отделен кораб и не могат да бъдат прехвърляни на друг.

6. В случай, че Правителството на Народна Република България уведоми Правителството на Съединените Американски Щати за възраженията си по специфичните условия и ограничения, двете страни могат да проведат консултации в тази връзка, след което Правителството на Народна Република България може да представи ревизирана заявка.

7. Процедурите в това Приложение могат да бъдат изменени по споразумение чрез обмен на ноти между двете Правителства.

П Р И Л О Ж Е Н И Е II.ПРОЦЕДУРИ, СВЪРЗАНИ С ПОСЕЩЕНИЯ НА ПРИСТАНИЩА
НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

Член XIV на Спогодбата предвижда влизане на някои кораби на Народна Република България в определени пристанища на Съединените Американски Щати, с определена цел, в съответствие със законите на Съединените Американски Щати. Приложение II определя пристанищата и целите и описва процедурата, на която се подчинява такова влизане в пристанище.

1. Следните типове кораби са упълномощени да влизат в определените пристанища, ако са изплатили предзапителен нетис поне четири работни дни преди влизането:

Риболовни научно-изследователски кораби, риболовни кораби участващи в снесени дружества, което включва покупка на риба от борда на риболовни кораби на Съединените Американски Щати и други риболовни кораби /включително спомагателни кораби/ на Народна Република България, на които са издадени разрешителни съгласно Спогодбата, са упълномощени да влизат в пристанищата: Астория, Орегон; Балтимор, Мериленд; Бостон, Масачузетс; Куз Бей, Орегон; Еureka, Калифорния; Ню Йорк, Ню Йорк; и Филаделфия, Пенсилвания.

2. Корабите, посочени в параграф 1 по-горе, могат да влизат в определените пристанища за срок, не превишаващ седем календарни дни с цел координиране на научната дейност, обмен на статистически данни, смяна на оборудване и екипаж, снабдяване с хранителни продукти или прясна вода, бункеровка, осигуряване на почивка или смяна на екипажа на кораба с чартърни полети, предвид на закона за гражданската авиация и други закони и регулации на Съединените Американски Щати, извършване на ремонт или получаване на други услуги, обичайно предоставяни в тези пристанища и ако е необходимо

за получаване на разрешителни. В изключителни случаи, при форс-мажорни обстоятелства, корабите могат да останат в пристанище за по-продължителен срок за извършване на ремонт, необходим за мореходността и надеждността на работа, без които рейсът не би могъл да продължи. Всички такива посещения в пристанища ще бъдат в съответствие с приложимите правила и регулации на Съединените Американски Щати и на щатските и местни власти в районите, попадащи под тяхна юрисдикция.

3. Нотисът, посочен в параграф 1, ще се предава чрез агента на кораба до Граничната охрана на Съединените Американски Щати /GWRE/ в съгласие със стандартната процедура като се използва телекс 892427, телетипна връзка "twx" /710-822-1959/ или "Уестърн Юниън". По отношение на корабите, желаещи да влязат в пристанище на Съединените Американски Щати съгласно тази Спогодба, Съединените Американски Щати си запазват правото да изискват такива кораби да бъдат инспектирани от упълномощени служители на бреговата охрана на Съединените Американски Щати или на други съответни федерални агенции.

4. Правителството на Съединените Американски Щати ще приема чрез консулските отдели на дипломатическите си мисии екипажни списъци за издаване на визи, с валидност дванадесет месеца многократно влизане в определените пристанища на Съединените Американски Щати. Такъв екипажен списък трябва да се предоставя поне 14 дни преди първото влизане на кораб в пристанище на Съединените Американски Щати. Представянето на изменен /допълнителен/ екипажен списък след отплаването на кораб от пристанище на Народна Република България, ще бъде също предмет на условията на този параграф, при условие, че съответно визите ще бъдат валидни дванадесет месеца от датата на издаване на визата по оригиналния екипажен списък. Нотисът за влизане в пристанище ще указва дали се изисква престой за почивка на екипажа на брега при такава многократна входна виза.

6. В случай, когато член от екипажа на кораб на Народна Република България е оставен от кораба си в Съединените Американски Щати за получаване на спешна медицинска помощ, властите на Народна Република България трябва да осигурят отпътуването му от Съединените Американски Щати в четиринадесет дневен срок след изписването му от болницата. За времето когато членът на екипажа е в Съединените Американски Щати, за него ще отговарят представители от Народна Република България.

6. Смятката на екипажи на кораби на Народна Република България в определените пристанища ще бъде разрешена, ако в консулските отдели на дипломатическите мисии на Съединените Американски Щати са представени заявки за индивидуални транзитни визи и визи за членовете на пристанищния екипаж. Заявките ще се представят 14 дни преди датата на пристигане на новия екипаж в Съединените Американски Щати и ще съдържат имена, дата и място на раждане, цел на посещението, на кой кораб са зачислени и начини и дати на пристигане на всички членове от новия екипаж. Всяка заявка ще се придружава от лични паспорти или моряшки документи. Съгласно законите и регулациите на Съединените Американски Щати, Посолството на Съединените Американски Щати ще поставя транзитни и екипажни визи във всеки паспорт или моряшки документ преди връщането му. В допълнение към горните изисквания, 14 дни преди пристигането на кораба се представят в Държавния Департамент името на кораба и очакваната дата на пристигане, списък на лицата, дата и място на раждане на тези членове от екипажа, които ще бъдат допуснати в Съединените Американски Щати на отговорност на представители на Народна Република България за репатриране в Народна Република България и дати и начин на отпътуването им от Съединените Американски Щати.

7. Условията на Приложение II могат да бъдат изменяни чрез размяна на ноти между двете Правителства.

С Ъ Г Л А С У В А Н П Р О Т О К О Л

По отношение Член V, Представителя на Правителството на Съединените Американски Щати заяви, че икономическите данни, които могат да бъдат поискани, представляват икономически данни, свързани с различни аспекти на риболовната дейност и търговията с рибни продукти.

Представителят на Правителството на Съединените Американски Щати по-нататък заяви, че Член V илюстрира видовете сътрудничество и помощ, каквито могат да бъдат поискани, и че такова сътрудничество и помощ, по негово мнение, биха били от полза двете страни. Представителят на Съединените Американски Щати също заяви, че в съответствие със законите на Съединените Американски Щати, Правителството на Съединените Американски Щати ще предостави на Правителството на Народна Република България налична информация и по друг подходящ начин ще подпомага Правителството на Народна Република България за поощряване на сътрудничеството в областта на риболова.

DENMARK

Mapping, Charting and Geodesy

*Memorandum of agreement signed at Vedbaek August 4, 1983;
Entered into force August 4, 1983.*

MEMORANDUM
OF
MAPPING, CHARTING AND GEODESY EXCHANGE AND COOPERATIVE AGREEMENT
BETWEEN
DEFENSE MAPPING AGENCY
UNITED STATES DEPARTMENT OF DEFENSE
AND
CHIEF OF DEFENCE DENMARK,
GEODAETISK INSTITUT DANMARK, AND
ROYAL DANISH ADMINISTRATION OF NAVIGATION AND HYDROGRAPHY

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and Related Geographic Materials
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- D. Exchange of Materials with Geodaetisk Institut Danmark

MEMORANDUM

OF

MAPPING, CHARTING AND GEODESY EXCHANGE AND COOPERATIVE AGREEMENT

BETWEEN

DEFENSE MAPPING AGENCY

UNITED STATES DEPARTMENT OF DEFENSE

AND

CHIEF OF DEFENCE DENMARK,

GEODAETISK INSTITUT DANMARK, AND

ROYAL DANISH ADMINISTRATION OF NAVIGATION AND HYDROGRAPHY

1. PURPOSE

a. The purpose of this memorandum is, in accordance with NATO Geographic Policy, to record the understandings and arrangements between the United States Defense Mapping Agency (DMA) and the Chief of Defence, Denmark (CHOD DEN), Geodetic Institute, Denmark (GID) and Royal Danish Administration of Navigation and Hydrography (RDANH), hereinafter referred to as the cooperating agencies, concerning the exchange of maps, aeronautical charts, nautical charts, terrain analysis data, surveying information, flight information publications, technical assistance data and other geographic materials. This memorandum includes attached Annexes.

b. This memorandum is designed to eliminate, insofar as possible, payments in cash for the items exchanged.

2. PRIMARY OBJECTIVES

The primary objectives of this memorandum are:

a. To exchange maps, charts and geographic materials of appropriate scale, design and content to meet United States and Danish defense requirements.

b. To exchange geodetic and geophysical data, and other data necessary to support geodetic surveying, mapping and charting programs.

3. EXCHANGE AND COOPERATIVE PROGRAMS

The cooperating agencies will exchange land maps, aeronautical and nautical charts, geographic materials and technical assistance, selected products, cartographic information, printed maps, aeronautical charts, nautical charts, marine information, geodetic and geophysical data, appropriate geodetic and cartographic software, terrain analysis data, aeronautical data, flight information, color separated reproduction materials, vertical obstruction data, digital data, technical assistance, and publications and materials related thereto, in accordance with arrangements as to quantities and areas as shown in Annexes which specify the fundamental terms for these exchanges.

TIAS 10817

4. MUTUAL OBLIGATIONS

a. It is understood that any action taken by any of the cooperating agencies pursuant to this memorandum will be subject to the availability to that agency of personnel, materials and funds for the purpose.

b. Specific responsibilities and the necessary arrangements hereunder will be determined by the following agencies:

(1) DMA is the principal U.S. agent and will be responsible for matters of U.S. policy and overall basic responsibilities under this memorandum. DMA is the U.S. point of contact on matters which will change any part of this memorandum. The following DMA elements will coordinate exchange matters directly with their counterpart agencies in accordance with Annexes A, B, C and D and through the channels as specified therein:

(a) The DMA Hydrographic/Topographic Center (DMAHTC) will be responsible for monitoring the exchange relating to land mapping, Joint Operations Graphics (Air and Ground), terrain analysis data, geodetic data and other geographic materials as stated in Annex A, B and D and nautical charting and related materials as stated in Annex C.

(b) The DMA Aerospace Center (DMAAC) will be responsible for monitoring the exchange relating to aeronautical charting (except JOG Air), gravity data, flight information publications, vertical obstruction data and related materials as stated in Annex B.

(c) DMA Office of Distribution Services (DMAODS) will be responsible for shipment and receipt of maps and charts, as directed by DMA or by the monitoring Centers. DMAODS will report exchange receipts and issues to the monitoring Centers for accounting purposes and coordinate intent to print notices.

(2) CHOD DEN is the principal Danish agent and the Danish point of contact on matters which will change any part of this memorandum. Coordinating agencies for Denmark, entrusted with the general coordination of implementation of this agreement and with the particular tasks herein specified are:

(a) The Danish Army Materiel Command (DAMC) will be responsible for monitoring the exchange relating to land mapping, terrain analysis data, geodetic data and other geographic materials as stated in Annex A.

(b) The Air Materiel Command, Royal Danish Air Force (AMC RDAF), will be responsible for monitoring the exchange relating to aeronautical materials and available vertical obstruction information as stated in Annex B.

(c) The Danish Naval Materiel Command (DNMC) will be responsible for monitoring the exchange relating to nautical charting and related materials as stated in Annex C.

(d) The Geodetic Institute (GID) will be responsible for monitoring the exchange in connection with production of land maps, terrain analysis data, and other geographic materials as stated in Annex D.

c. The U.S. and Danish agencies and authorities may correspond directly on matters relating to the exchange of material.

5. PROTECTIVE RESTRICTIONS

a. Any security protection or other restrictions specified by the releasing authority of any cooperating agency will be respected by the recipient.

b. Any maps or charts 1:250,000 scale and larger provided by Denmark shall not be released outside the U.S. Government without the prior authorization through CHOD DEN.

c. For the use of either government, the following copyright restrictions will apply:

(1) DMA may print land maps and aeronautical charts from reproduction material, supplied by automatic distribution, provided that the copyright will be safeguarded by printing on each map the following sentence:

"Printed with the permission of GID."

(2) CHOD DEN may print land maps and aeronautical charts from reproduction material supplied by automatic distribution. No statement of copyright permission is required.

(3) The cooperating agencies are free to utilize other copyright-protected material, provided that permission is procured in each case.

(4) Reproduction of nautical charts is permitted according to technical resolutions issued by International Hydrographic Organization (IHO); or as otherwise required for military use under the umbrella of NATO Geographic Policy.

d. It is the intent of the cooperating agencies that materials and activities be unclassified. However, if security measures are deemed necessary, the two cooperating agencies will agree upon the security classifications to be applicable for specific projects or operations and resultant products. Such classification will be held to a minimum commensurate with security.

6. REVIEW AND ENTRY INTO EFFECT

a. This memorandum will be subject to review at any time upon written notice by any of the cooperating agencies to the others that it desires to consult with a view to amendment.

b. The arrangements specified in this memorandum will come into effect upon signature by the authorized representatives and will remain in force until six months after any of the cooperating agencies shall have notified the others of its intention to terminate the arrangements specified herein.

c. Nothing in this arrangement will restrict a further approach by any party with a view to modifying or extending the scope of the arrangements.

7. SUPERSESSIONS

The following arrangements are superseded:

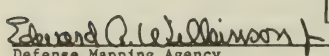
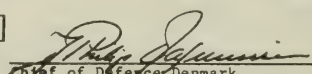
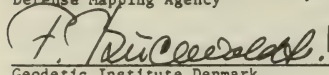
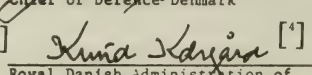
a. The Agreement between the Army Map Service (AMS), United States of America and the Ministry of Defence (MOD), Denmark, for the Exchange of Maps, Trig Lists, Gazetteers and Reproduction Material, dated 4 June 1962.

b. The Exchange Arrangement between Ministry of Defence, Denmark, and the Aeronautical Chart and Information Center, United States Air Force, dated 28 April 1960, with all amendments.

c. Agreement between AMS and GID, dated 13 May 1957.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective cooperating agencies have signed this memorandum.

DONE at VEDBAEK , in quadruplicate this day of 4/8 1983

 ^[1]	 ^[3]
Defense Mapping Agency	Chief of Defence Denmark
 ^[2]	 ^[4]
Geodetic Institute Denmark	Royal Danish Administration of Navigation and Hydrography

1 Edward A. Wilkinson, Jr.

2 F. Buchwaldt.

3 J. Phillip Rasmussen.

4 Knud Kaergard.

ANNEX A
TO THE
MEMORANDUM OF MC&G EXCHANGE AND COOPERATIVE AGREEMENT
BETWEEN
DEFENSE MAPPING AGENCY
UNITED STATES DEPARTMENT OF DEFENSE
AND
CHIEF OF DEFENCE DENMARK, GEODAETISK INSTITUT DANMARK, AND
ROYAL DANISH ADMINISTRATION OF NAVIGATION AND HYDROGRAPHY

EXCHANGE OF LAND MAPS AND RELATED GEOGRAPHIC MATERIALS

1. PURPOSE

The purpose of this Annex is - according to Enclosure 1 to NATO Geographic Policy - to define arrangements for the exchange of land maps, terrain analysis data, geodetic data and other geographic materials of mutual interest between United States and Denmark. The Appendixes to this Annex are current lists of maps, trig lists, gazetteers and reproduction materials, compiled in accordance with Enclosure 3 to NATO Geographic Policy and AFNORTH Geographic Policy.

2. RESPONSIBLE AGENCIES

For directing matters under this Annex the responsible agencies are:

a. For the United States: DMAHTC, except for the DMAODS responsibility for matters related to issuing intent to print notices.

b. For Denmark: The Danish Army Materiel Command (DAMC).

3. MATERIALS TO BE EXCHANGED

a. Map Series listed in Appendix I and II.

(1) Library copies. It is agreed that library copies (five copies) will be automatically supplied by either party to the other without any charge. In addition, maps thus received which become obsolete because of the introduction of a new series or edition, will be automatically replaced without any charge. Quantities in excess of library copies will be supplied by one party at the request of the other on a quid pro quo basis.

(2) Planning Stocks. Planning stocks (up to 100 copies) will be supplied on request on a quid pro quo basis.

b. Reproduction Materials. One set of stable base film reproduction material listed in Appendix I and II will be provided automatically by either party to the other without any charge. Additional reproduction material for series listed in the Appendixes will be provided on request, without any charge.

c. Bulk Stocks. It is agreed that each party will inform the other of each proposed printing program for maps listed in Appendix I and II and in sufficient time to allow the other party to make known any requirement. Bulk Stocks must be requested on appropriate requisition forms of the party supplying the maps.

d. Trig Lists and Gazetteers. It is agreed that Library Copies (up to five copies) listed in Appendixes I and II will be supplied by either party to the other without any charge. Additional copies will be provided at an exchange rate given in terms of equivalent map sheets as described in paragraph 4.a. below.

e. Catalogues and Technical Publications. Publications covering the series to be exchanged under this agreement will be provided by each party as follows:

(1) Five copies of catalogues or indexes covering the series of Appendixes I and II.

(2) Five copies of related technical publications and/or instructions.

f. Terrain Analysis Data

To be negotiated, when appropriate.

4. SETTLING OF ACCOUNTS

a. It is agreed that all accounting under this arrangement will be accomplished in terms of map sheets. For the purpose of establishing map sheet equivalency, the standard unit is considered to be a five color standard topographic map, and all maps and charts will be exchanged on a 1 to 1 basis. Publications will be prorated in terms of standard map sheets.

b. Annually as of 31 December the outstanding balance in terms of map sheets will be calculated and reconciled between the two parties concerned. If mutually agreed, the balance will be carried forward. This accounting will be directly between DMAHTC and DAMC. Denmark will initiate this action by providing DMAHTC with their annual statement of account.

5. DELIVERY OF MATERIALS

a. Materials to be exchanged under this arrangement will be sent free of freight charges. Each shipment of exchange material will contain an issue and receipt voucher.

b. Addresses of shipment for material to be exchanged under this arrangement are:

(1) DMAHTC (Library copies of maps):

Director
DMA Hydrographic/Topographic Center
ATTN: SDSIM
Washington, D.C. 20315
USA

(2) DMAAC (Library copies of Maps):

Director
DMA Aerospace Center
ATTN: SDDLA
St. Louis AFS, MO 63118
USA

(3) DMAHTC (Reproduction materials):

Director
DMA Hydrographic/Topographic Center
ATTN: SDSIR
Washington, D.C. 20315
USA

(4) DMAODS (Intent to print notices):

Director
DMA Office of Distribution Services
ATTN: IMM
Washington, D.C. 20315
USA

(5) DAMC (Maps and reproduction material):

Danish Army Materiel Command
Northern Jutland Depot Area
Arsenalvej 33
DK 9800 Hjoerring
Denmark

c. Bulk Stocks of maps will be shipped to the designated recipients.

6. REVISIONS

Transmittals of new indexes and notification of discontinued map series will automatically constitute revisions to this agreement without renegotiation.

APPENDIXES: [1]

- I Supply of Materials from DMA to DAMC.
- II Supply of Materials from DAMC to DMA.

¹ Not printed.

ANNEX B
MEMORANDUM OF MC&G EXCHANGE AND COOPERATIVE AGREEMENT
BETWEEN
DEFENSE MAPPING AGENCY
UNITED STATES DEPARTMENT OF DEFENSE
AND
CHIEF OF DEFENCE DENMARK, GEODAETISK INSTITUT DANMARK, AND
ROYAL DANISH ADMINISTRATION OF NAVIGATION AND HYDROGRAPHY

EXCHANGE OF AERONAUTICAL CHARTS, FLIGHT INFORMATION

PUBLICATIONS AND RELATED GEOGRAPHIC MATERIALS

1. PURPOSE

The purpose of this Annex is - according to Enclosure 1 to NATO Geographic Policy - to define arrangements for the exchange of aeronautical charts, Flight Information Publications, and related materials of mutual interest between United States and Denmark.

Appendix I to this Annex is a current list of charts and reproduction material, compiled in accordance with Enclosure 3 to NATO Geographic Policy and AFNORTH Geographic Policy.

2. RESPONSIBLE AGENCIES

For directing matters under this Annex, the responsible agencies are:

a. For the United States: The Defense Mapping Agency Aerospace Center (DMAAC), except for the DMAODS responsibility for matters related to issuing intent to print notices.

b. For Denmark: Air Materiel Command (AMC - RDAF)

3. MATERIALS TO BE EXCHANGED

a. Map Series listed in Appendix I and II

(1) Library copies. It is agreed that library copies (up to 10 copies) will be automatically supplied by either party to the other without any charge. In addition, maps thus received which become obsolete because of the introduction of a new series or edition, will be automatically replaced without any charge. Quantities in excess of library copies will be supplied by one party at the request of the other on a quid pro quo basis.

(2) Planning Stocks. Planning stocks (up to 100 copies) will be supplied on request on a quid pro quo basis.

b. Reproduction Materials. One set of stable base film reproduction material listed in Appendix I and III will be provided automatically by either party to the other without any charge. Additional reproduction material for series listed in the Appendix III will be provided on request without any charge.

c. Bulk Stocks. It is agreed that each party will inform the other of each proposed printing program for charts listed in Appendixes I and III in sufficient time to allow the other party to make known any requirement. Bulk Stocks must be requested on appropriate requisition forms of the party supplying the map.

d. Flight Information Publications. It is agreed that Library Copies of latest editions of Flight Information Publications and related material as listed in Appendixes II and IV will be supplied by either party to the other without any charge.

e. Catalogues. Publications covering the series to be exchanged under this agreement will be provided to each party as follows: five copies of catalogs or indexes covering the series listed in Appendixes I, II, III and IV.

f. Vertical Obstruction Information. It is agreed that data as available on powerlines, tree heights and obstructions be supplied to the DMA Aerospace Center automatically and without charge.

4. SETTLING OF ACCOUNTS

a. It is agreed that all accounting under this arrangement will be accomplished in terms of map sheets. For the purpose of establishing map sheet equivalency the standard unit is considered to be a five color standard topographic map; and all maps and charts will be exchanged on a 1 to 1 basis. Publications will be prorated in terms of standard map sheets.

b. Annually as of 31 December, the outstanding balance in terms of map sheets will be calculated and reconciled between the two parties concerned. If mutually agreed the balance will be carried forward. This accounting will be between DMAAC and AMC - RDAF. Denmark will initiate this action by providing DMAAC with their annual statement of account.

5. SERVICES TO BE PROVIDED

RDAF (TACDEN) will additionally provide the following services:

a. Upon request, review DMA aeronautical charts or other cartographic source maps, covering Denmark and Administered Territories, to determine if those charts or maps require correction. The result of these reviews will establish which DMA chart should be programmed by the Defense Mapping Agency Aerospace Center for corrective action. Each request will specify the nature and extent of review required.

b. Provide DMAAC corrective information concerning inaccuracies discovered on DMA aeronautical charts during operational use, and supply supporting source materials in the form of maps, photography or other suitable medium.

c. Furnish DMAAC with corrective information on any inaccuracies discovered in the spot elevation and obstruction information which is portrayed on Instrument Approach Procedures, and in the related radio navigational aid information for Danish military aerodromes as they occur.

d. Review the DoD FLIP Enroute and provide DMAAC with an annotated copy of this publication which reflects corrections to the information on aeronautical facilities in Denmark and Administered Territories.

6. DELIVERY OF MATERIALS.

a. Materials to be exchanged under this agreement will be sent free of freight charges. Each shipment of exchange material will contain an issue and receipt voucher.

- (1) Director
DMA Aerospace Center
ATTN: ADL
St. Louis AFS, Missouri 63118
USA

for material provided in accordance with paragraphs 5.a. and 5.b. and as listed in Appendix IV

- (2) DMA Office Europe
In der Witz 14-18, Bau 4009
6503 Mainz Kastel
Germany

for material provided in accordance with paragraphs 5.c. and 5.d., and as listed in Appendix IV

- (3) Director
DMA Aerospace Center
ATTN: SDDLA
St. Louis AFS MO 63118
USA

for material provided in accordance with Appendix III RDAF charts, and vertical obstruction information

- (4) Director
DMA Hydrographic/Topographic Center
ATTN: SDSIM
Washington, D.C. 20315
USA

for library copies as listed in Appendix III

- (5) Director
DMA Hydrographic/Topographic Center
ATTN: SDSIR
Washington, D.C. 20315
USA

for reformat provided in accordance with Appendix III

- (6) Air Materiel Command
Supply Depot Vaerloese
Publication Section
P. O. Box 129
DK 3500 Vaerloese
Denmark

for material provided in accordance with Appendix II

- (7) Air Materiel Command
Supply Depot Karup
Air Station Karup
DK 7470 Karup J
Denmark

for material provided in accordance with Appendix I

APPENDICES ^[1]

- I Supply of material from DMA
II Supply of material from DMA
III Supply of material from AMC - RDAF
IV - Supply of material from RDAF - TACDEN

¹ Not printed.

ANNEX C
TO THE
MEMORANDUM OF MCSG EXCHANGE AND COOPERATIVE AGREEMENT
BETWEEN
DEFENSE MAPPING AGENCY
UNITED STATES DEPARTMENT OF DEFENSE
AND
CHIEF OF DEFENCE DENMARK, GEODAETISK INSTITUT DANMARK, AND
ROYAL DANISH ADMINISTRATION OF NAVIGATION AND HYDROGRAPHY

EXCHANGE OF NAUTICAL CHARTS AND INFORMATION

1. PURPOSE

The purpose of this Annex is - according to NATO Geographic Policy - to define arrangements for the exchange of nautical charts, nautical information and related material of mutual interest between the United States and Denmark. The Appendix to this Annex is a current list of charts, compiled in accordance with Enclosure 3 to NATO Geographic Policy and AFNORTH Geographic Policy. The United States agency is the Defense Mapping Agency Hydrographic/Topographic Center (DMAHTC). The Danish agency is the Danish Naval Materiel Command (DNMC).

2. RESPONSIBLE AGENCIES

For directing matters under this Annex the responsible agencies are:

- a. For the United States: DMAHTC.
- b. For Denmark: The Danish Naval Materiel Command (DNMC).

3. MATERIALS TO BE EXCHANGED

a. Library copies. It is agreed that library copies (up to five) as listed in Appendix II will be automatically supplied by DNMC without any charge. In addition charts and publications thus received which become obsolete because of introduction of new editions will automatically be replaced without any charge. DNMC will once a year automatically supply DMAHTC with an index of all Danish published charts covering Denmark, the Faeroe Islands and Greenland as of January 1. It is agreed that DMAHTC upon request will provide DNMC with library copies of DMA nautical charts, nautical information and related material on the above mentioned conditions.

b. Reproduction Material. DNMC will automatically supply DMAHTC with one set of reproduction material as listed in Appendix II.

c. Bulk and Planning Stocks. Request for quantities in excess of library copies by one party will be supplied by the other on a quid pro quo basis.

d. Nautical Information. DNMC will automatically supply DMAHTC with copies of sailing directions, light lists, notice to mariners, and related nautical information publications.

4. SETTLING OF ACCOUNTS:

a. It is agreed that all accounting under this arrangement will be accomplished in terms of map sheets. For the purpose of establishing map sheet equivalency the standard unit is considered to be a five color standard topographic map. Publications will be pro-rated in terms of standard map sheets.

b. Annually, as of 31 December the outstanding balance in terms of map sheets will be calculated and reconciled between the two parties concerned. If mutually agreed, the balance will be carried forward. This accounting will be directly between DMAHTC and the Danish Army Materiel Command (DAMC) (on behalf of DNMC). Denmark will initiate this action by providing DMAHTC with their annual statement of account.

5. DELIVERY OF MATERIALS

a. Materials to be exchanged under this arrangement will be sent free of freight charges. Each shipment of exchange material will contain an issue and receipt voucher.

b. Addresses of shipment for material to be exchanged under this arrangement are:

(1) DMAHTC

Director
DMA Hydrographic/Topographic Center
ATTN: SDSCH
Washington, D.C. 20315
USA

(2) DNMC

Danish Naval Materiel Command
ATTN: M 3 section
Holmen
DK 1433 Copenhagen K
Denmark

APPENDIXES [1]

I Supply of material from DMA

II Supply of material from DNMC

¹ Not printed.

ANNEX D
MEMORANDUM OF MC&G EXCHANGE AND COOPERATIVE AGREEMENT
BETWEEN
DEFENSE MAPPING AGENCY
UNITED STATES DEPARTMENT OF DEFENSE
AND
CHIEF OF DEFENCE DENMARK, GEODAETISK INSTITUT DANMARK, AND
ROYAL DANISH ADMINISTRATION OF NAVIGATION AND HYDROGRAPHY

EXCHANGE OF MATERIALS WITH GEODAETISK INSTITUT DENMARK

1. PURPOSE

The purpose of this Annex is to define arrangements for the exchange of maps, geodetic surveying data, geophysical data, geodetic and cartographic software, terrain elevation data and technical assistance and information related to mapping and geodesy, between United States and Geodaetisk Institut Danmark (GID).

2. RESPONSIBLE AGENCIES

a. For the United States:

- Defense Mapping Agency Hydrographic/Topographic Center (DMAHTC)

b. For Denmark: The Geodaetisk Institut Danmark (GID)

3. MATERIAL TO BE EXCHANGED

a. Printed Maps. It is agreed that copies, as listed in Appendixes I and II, annually, automatically will be supplied by either party to the other without any charge. Quantities in excess of the automatic distribution will be supplied by one party on request of the other on a reimbursable or quid pro quo basis.

b. Reproduction Material. Stable base film reproduction material will be supplied by one party on request of the other on a reimbursable or quid pro quo basis.

c. Geodetic and Geophysical Data. It is agreed that geodetic, geophysical and terrain elevation data, and other data necessary to support geodetic surveying and mapping objectives, will be supplied by one party on request of the other without any charge.

d. Geodetic and Cartographic Software. It is agreed that requests for the exchange of geodetic and cartographic software will be entertained by one party or the other on a case-by-case basis; and that exchange to the extent possible will be made under the principal of quid pro quo.

e. Technical Information. It is agreed that technical information, manuals, specifications, etc., related to geodesy and mapping as specified in Appendix I and II will be supplied annually, automatically without any charge. Further copies than listed in Appendixes I and II will be supplied on request on a reimbursable or quid pro quo basis.

4. SETTLING OF ACCOUNTS

The accounting will be between GID and DMAHTC. Routine exchange of material will not cause any imbalance between the parties.

5. DELIVERY OF MATERIAL

a. Materials to be exchanged under this arrangement will be sent free of freight charges.

b. Addresses for shipment of material to be exchanged under this arrangement are:

(1) Director
DMA Hydrographic/Topographic Center
ATTN: SDSIM
Washington, D.C. 20315
USA

(2) Geodætisk Institut
Rigsdagsgarden 7
DK 1218 Copenhagen K.
Denmark

6. APPENDIXES ^[1]

I Supply of Material from DMAHTC to GID

II Supply of Material from GID to DMAHTC

¹ Not printed.

NORWAY

Social Security

Agreement signed at Washington January 13, 1983;

Entered into force July 1, 1984.

With final protocol.

And administrative agreement

Signed at Washington January 13, 1983;

Entered into force July 1, 1984.

AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE KINGDOM OF NORWAY
ON SOCIAL SECURITY

The Government of the United States of America and the Government of the Kingdom of Norway,

BEING DESIROUS of regulating the relationship between their two countries in the field of Social Security, have agreed as follows:

PART I

DEFINITIONS AND LAWS

Article 1

For the purpose of this Agreement:

1. "Territory" means, as regards the United States, the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa, and as regards Norway, the territory of the Kingdom of Norway;
2. "Norwegian Continental Shelf" means the sea bed and its subsoil of the submarine areas outside the coast of the Kingdom of Norway over which Norway has sovereign rights for the purpose of exploring it and exploiting its natural resources;
3. "National" means, as regards the United States, a national of the United States as defined in Section 101, Immigration and Nationality Act of 1952, [¹] as amended, and as regards Norway, a person of Norwegian nationality;
4. "Laws" means the laws and regulations specified in Article 2;
5. "Competent Authority" means, as regards the United States, the Secretary of Health and Human Services, and as regards Norway, the Ministry of Health and Social Affairs;
6. "Agency" means, as regards the United States, the Social Security Administration, and as regards Norway, the office or authority responsible for applying all or part of the laws designated in Article 2;
7. "Period of coverage" means a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the laws under which such period has been completed, or any similar period insofar as it is recognized by such laws as equivalent to a period of coverage;
8. "Benefit" means any benefit provided for in the laws of either Contracting State;
9. "Stateless person" means a person defined as a stateless person in Article 1 of the Convention relating to the Status of Stateless Persons dated September 28, 1954; [²]
10. "Refugee" means a person defined as a refugee in Article 1 of the Convention relating to the Status of Refugees dated July 28, 1951, [³] and the Protocol to that Convention dated January 31, 1967. [⁴]

¹ 66 Stat. 166; 8 U.S.C. §1101.

² 360 UNTS 136.

³ 189 UNTS 152.

⁴ TIAS 6577; 19 UST 6223.

Article 2

1. For the purpose of this Agreement, the applicable laws are:

a. As regards the United States, the laws governing the Federal old-age, survivors, and disability insurance program:

(i) Title II of the Social Security Act^[1] and regulations pertaining thereto, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,

(ii) Chapter 2 and Chapter 21 of the Internal Revenue Code of 1954^[2] and regulations pertaining to those chapters;

b. As regards Norway:

(i) the National Insurance Act of June 17, 1966, except chapters 2, 3, 4, 11 and 12, unless otherwise provided in the Final Protocol;

(ii) the Act of June 19, 1969, on special supplements to benefits from the National Insurance Scheme;

(iii) the Act of December 19, 1969, on compensation supplements to benefits from the National Insurance Scheme.

2. Unless otherwise provided in the Agreement, laws within the meaning of paragraph 1 shall not include treaties or other international agreements concluded between one Contracting State and a third State, or laws or regulations promulgated for their specific implementation.

¹ 49 Stat. 622; 42 U.S.C. §402.

² 68A Stat. 3; 26 U.S.C. §§1-8023.

PART II

GENERAL PROVISIONS

Article 3

This Agreement, unless it provides otherwise, shall apply to:

- (a) nationals of either Contracting State,
- (b) refugees,
- (c) stateless persons,
- (d) other persons with respect to the rights they derive from a national of either Contracting State, a refugee or a stateless person, and
- (e) nationals of a State other than a Contracting State who are not included among the persons referred to in paragraph (d) of this Article, and who are or have been subject to the laws of a Contracting State.

Article 4

1. Unless otherwise provided in this Agreement, the persons designated in Article 3(a), (b), (c) or (d) who reside in the territory of either Contracting State shall, in the application of the laws of a Contracting State, receive equal treatment with the nationals of that Contracting State.
2. Nationals of a Contracting State who reside outside the territories of both Contracting States shall receive benefits provided by the laws of the other Contracting State under the same conditions which the other Contracting State applies to its own nationals who reside outside the territories of both Contracting States.
3. Unless otherwise provided in this Agreement, the laws of a Contracting State under which entitlement to or payment of cash benefits is dependent on residence or presence in the territory of that Contracting State shall not be applicable to the persons designated in Article 3 who reside in the territory of the other Contracting State.

PART III

PROVISIONS ON COVERAGE

Article 5

1. Unless otherwise provided in this Article, a person employed within the territory of one of the Contracting States shall with respect to that employment be subject to the laws on compulsory coverage of only that Contracting State.

2. If a person in the service of an employer having a place of business in the territory of one Contracting State is sent by that employer to the territory of the other Contracting State for a temporary period, the person shall be subject to the laws on compulsory coverage of only the first Contracting State as if he were still employed in the territory of the first Contracting State, provided that his employment in the territory of the other Contracting State is not expected to last for more than 5 years. The preceding sentence shall apply regardless of whether the remuneration for such service is paid by the employer in the first Contracting State. The spouse and children who accompany a person sent by an employer located in the territory of one Contracting State to the territory of the other Contracting State shall be subject to the laws on compulsory coverage of only the first Contracting State for any period in which they are not employed in the other Contracting State.

3. (a) The provisions of paragraph 1 shall also apply in cases where a person is resident in Norway and employed on installations for the exploration and exploitation of natural resources on the Norwegian continental shelf.

(b) The provisions of paragraph 2 shall also apply in cases where a person is employed on installations for the exploration and exploitation of natural deposits on the Norwegian continental shelf as if he were employed in the territory of Norway.

4. A person who is self-employed in the territory of either Contracting State and who is a resident of one Contracting State shall be subject to the laws on compulsory coverage of only the Contracting State of which he is a resident.

5. (a) Part III of this Agreement shall not apply to the categories of persons mentioned in the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961,^[1] or of the Vienna Convention on Consular Relations of April 24, 1963.^[2]

(b) Nationals of one of the Contracting States who are not mentioned in the provisions of the Vienna Conventions referred to in subparagraph (a) and who are employed by that Contracting State in the territory of the other Contracting State shall be subject to the laws on compulsory coverage of only the first Contracting State.

6. If a person is employed as an officer or member of a crew on a vessel which flies the flag of one Contracting State and is subject to the laws on compulsory coverage of both Contracting States, the person shall be subject to the laws on compulsory coverage of only the Contracting State whose flag the vessel flies.

7. The Competent Authority of one Contracting State may grant an exception to the provisions of this Article if the Competent Authority of the other Contracting State agrees, provided that the affected person shall be subject to the laws of one of the Contracting States.

¹ TIAS 7502; 23 UST 3227.

² TIAS 6820; 21 UST 77.

PART IV

PROVISIONS ON BENEFITS

Chapter I--Provisions Applicable to the United States

Article 6

1. Where a person has completed at least six quarters of coverage under United States laws, but does not have sufficient quarters of coverage to satisfy the requirements for entitlement to benefits under United States laws, pension point years completed under Norwegian laws shall be taken into account to the extent they do not coincide with calendar quarters already credited as quarters of coverage under United States laws.

2. In determining eligibility for benefits under paragraph 1 of this Article, the agency of the United States shall credit four quarters of coverage for each pension point year certified as creditable by the agency of Norway; however, no quarter of coverage shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed four.

3. Where entitlement to a benefit under United States laws is established according to the provisions of paragraph 1, a pro rata primary insurance amount shall be computed based on the ratio of the total periods of coverage completed under United States laws to the total periods of coverage completed under the laws of the two Contracting States. Benefits payable under United States laws on the basis of an earnings record where a pro rata primary insurance amount has been computed shall be paid on the basis of that pro rata primary insurance amount.

4. For any calendar quarter credited with a quarter of coverage based on Norwegian periods of coverage according to paragraph 1, the agency of the United States shall take into account for purposes of computing a pro rata primary insurance amount the amount of any earnings credited to the person for that period under Norwegian laws, subject to the maximum annual creditable earnings limitation under United States laws.

5. Entitlement to a benefit from the United States which results from paragraph 1 shall terminate with the acquisition of sufficient periods of coverage under United States laws to establish entitlement to an equal or higher benefit without the need to invoke the provision of paragraph 1.

6. Where entitlement to a benefit under United States laws is established according to the provisions of Article 6.1 of the Agreement, the requirements of Article 6.3 and 6.4 shall be considered to be met if the agency of the United States computes the pro rata primary insurance amount in accordance with United States laws based on (a) the person's average earnings credited exclusively under United States laws and (b) the ratio of the duration of the person's periods of coverage credited under United States laws to the duration of a coverage lifetime as determined in accordance with United States laws.

Chapter II--Provisions Applicable to Norway

Article 7

1. (a) Where a person has completed at least one year of coverage under Norwegian laws, quarters of coverage completed under United States laws shall be taken into account to determine entitlement to disability, survivors and old-age pensions provided they do not coincide with periods of coverage already credited under Norwegian laws. To become entitled to a Norwegian supplementary pension based on the preceding sentence, pension points must have been credited for at least one year.

(b) Four quarters of coverage completed under United States laws shall correspond to one year of coverage under Norwegian laws.

2. (a) The basic disability or survivors pension of a person present in one of the Contracting States shall be computed on the basis of actual periods of coverage completed under Norwegian laws and on future periods of coverage based on the ratio of the actual periods of coverage to the full Norwegian insurance period of 40 years, provided that the resulting benefit amount is higher than a pension computed exclusively under Norwegian laws.

(b) The supplementary disability or survivors pension of a person present in one of the Contracting States shall be computed on the basis of actual pension point years credited under Norwegian laws and on future pension point years based on the ratio of the actual pension point years credited to the full Norwegian pension point earnings period of 40 years, provided that the resulting benefit amount is higher than a pension computed exclusively under Norwegian laws.

(c) Where a disability or survivors pension computed exclusively under Norwegian laws without recourse to this Agreement is higher than the total benefits payable by the agencies of both Contracting States in accordance with the provisions of this Agreement, the agency of Norway shall pay the benefit amount computed in accordance with the provisions of this Agreement increased by an amount which is equal to the difference between the amount payable by the agency of Norway without recourse to this Agreement and the total benefits payable by the agencies of both Contracting States in accordance with this Agreement.

3. An old-age pension shall be computed on the basis of periods of coverage fulfilled and pension point years credited under Norwegian laws.

4. A disability or survivors pension granted according to Norwegian laws shall be converted to an old-age pension when the person reaches the general pension age. The old-age pension shall be computed on the basis of periods of coverage and pension point years used to compute the disability or survivors pension.

5. Supplementary pensions payable to United States nationals shall be computed in accordance with the overcompensation provisions of Section 7-5 of the National Insurance Act in accordance with the regulations laid down pursuant to the third paragraph of that section. Pension increments due to overcompensation shall be paid to United States nationals also when they are resident in the territory of the United States.

6. A compensation supplement shall only be payable to persons resident in the territory of Norway. Payment of rehabilitation benefits, basic benefits, attendance benefits and child care benefits to persons not resident or present in the territory of Norway shall be determined in each case pursuant to Norwegian laws.

PART V

MISCELLANEOUS PROVISIONS

Article 8

The Competent Authorities of the two Contracting States shall:

- (a) Conclude an administrative agreement and make such other administrative arrangements as may be necessary for the implementation and application of this Agreement;
- (b) Communicate to each other information concerning the measures taken for the application of this Agreement; and
- (c) Communicate to each other, as soon as possible, information concerning all changes in their respective laws which may affect the application of this Agreement.

Article 9

1. The Competent Authorities and the agencies of the Contracting States, within the scope of their respective authority, shall assist each other in implementing this Agreement. This assistance shall be free of charge subject to exceptions to be agreed upon in an administrative agreement.

2. Liaison agencies for the implementation of this Agreement shall be:

- (a) for the United States, the Social Security Administration;
- (b) for Norway, the National Insurance Institution.

Article 10

Where the laws of a Contracting State provide that any document which is submitted to the Competent Authority or an agency of that Contracting State shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to documents which are submitted to the Competent Authority or an agency of the other Contracting State in accordance with its laws.

Article 11

1. The Competent Authorities and agencies of the Contracting States may correspond directly with each other and with any person wherever the person may reside whenever it is necessary for the administration of this Agreement. The correspondence may be in the writer's official language.

2. An application or document may not be rejected because it is in the official language of the other Contracting State.

Article 12

1. A written application for benefits filed with an agency of one Contracting State shall protect the rights of the claimants under the laws of the other Contracting State if the applicant requests that it be considered an application under the laws of the other Contracting State or provides information indicating that the person on whose record benefits are claimed has completed periods of coverage under the laws of the other Contracting State.

2. Notwithstanding paragraph 1, an applicant may specify that an application filed with an agency of one Contracting State not be considered an application under the laws of the other Contracting State or that the application be effective on a different date in the other Contracting State within the limitations of and in conformity with the laws of the other Contracting State.

3. The provisions of Part IV of this Agreement shall apply only to an application for benefits which is filed on or after the date this Agreement enters into force.

Article 13

1. A written appeal of a determination made by the agency of one Contracting State may be validly filed with an agency of the other Contracting State.

2. Any claim, notice, or appeal which must be filed within a given period of time with the agency of one Contracting State shall be considered to have been timely filed if the claim, notice, or appeal has been filed within such period with the agency of the other Contracting State. In such case, the agency with which the claim, notice, or appeal has been filed shall indicate the date of receipt on the document and transmit it without delay to the liaison agency of the other Contracting State.

Article 14

In case provisions designed to restrict the exchange of currencies are issued in either Contracting State, the Governments of both Contracting States shall immediately confer on the measures necessary to insure the transfer of sums owed by either Contracting State under this Agreement.

Article 15

1. Disagreements between the two Contracting States regarding the interpretation or implementation of this Agreement shall, as far as possible, be settled by the Competent Authorities.

2. If a disagreement cannot be resolved by the Competent Authorities of the Contracting States, it shall at the request of either Contracting State be submitted for arbitration in accordance with procedures to be agreed upon by the Competent Authorities.

PART VI

TRANSITIONAL AND FINAL PROVISIONS

Article 16

1. This Agreement shall also apply to events relevant to rights under the laws which occurred prior to its entry into force.
2. This Agreement shall not establish any claim to payment of a benefit for any period before its entry into force or a lump-sum death benefit if the person died before its entry into force.
3. Consideration shall be given to periods of coverage under the laws of either Contracting State occurring before the entry into force of this Agreement, in order to determine the right to benefits under this Agreement.
4. Determinations made before the entry into force of this Agreement shall not affect rights arising under it.
5. This Agreement shall not result in the reduction of cash benefit amounts because of its entry into force.

Article 17

The attached Final Protocol shall form an integral part of this Agreement.

Article 18

1. This Agreement shall remain in force and effect until the expiration of one calendar year following the year in which written notice of its denunciation is given by one of the Contracting States to the other Contracting State.
2. If this Agreement is terminated by denunciation, rights regarding entitlement to or payment of benefits acquired under it shall be retained; the Contracting States shall make arrangements dealing with rights in the process of being acquired.

Article 19

This Agreement shall enter into force on the first day of the second month following the month in which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Agreement.^[1]

¹ July 1, 1984.

IN WITNESS whereof, the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at *Washington* on *13 January 1983* in duplicate in the English and Norwegian languages, the two texts being equally authentic.

For the Government of
the United States of America:

Richard S. Schweiker ^[1]

For the Government of
the Kingdom of Norway:

Knut Hedemann ^[2]

¹ Richard S. Schweiker.
² Knut Hedemann.

FINAL PROTOCOL FOR THE IMPLEMENTATION
OF THE AGREEMENT ON SOCIAL SECURITY

between the
UNITED STATES OF AMERICA
and the
KINGDOM OF NORWAY

At the time of signing the Agreement between the United States of America and the Kingdom of Norway on Social Security, the undersigned stated that they are in agreement on the following points:

1. The Agreement shall not result in coverage under United States laws if those laws do not provide for the collection of contributions with respect to such coverage. Article 5.1 of the Agreement shall apply when Article 5.2 is not applicable as a result of the preceding sentence.
2. Article 5.2 shall apply in cases where a person is employed in the territory of a third State, but compulsorily covered under the laws of one of the Contracting States, and is then sent by his employer to the territory of the other Contracting State.
3. With respect to Article 5.2, a person who is sent by an employer having a place of business in the territory of Norway to the territory of the United States shall be subject to Norwegian laws, including those chapters of the National Insurance Act excepted from the scope of this Agreement in Article 2.1.b.(i).

4. With respect to Article 5.2, a person who is sent by an employer having a place of business in the territory of the United States to the territory of Norway and who is subject to United States laws shall also be subject to Norwegian laws with respect to those chapters of the National Insurance Act excepted from the scope of this Agreement in Article 2.1.b.(i).

5. Article 5.2 shall apply in cases where a national of a State other than a Contracting State is sent by an employer in the territory of one Contracting State to the territory of the other Contracting State, provided that its application does not conflict with any provision of another treaty or international agreement between a Contracting State and a third State.

6. A United States national not resident in Norway, employed on an installation for the exploration and exploitation of natural resources on the Norwegian continental shelf, to whom the provisions of Article 5.2 do not apply, and who is subject to United States laws with respect to that employment shall be exempt from Norwegian laws as defined in Article 2.1.b.(i) and remain subject to United States laws.

7. After the entry into force of this Agreement, the provisions of the second paragraph of Section 1-3 of the Norwegian National Insurance Act concerning exemptions from the National Insurance Scheme shall no longer be applied to persons to whom this Agreement is applicable.

8. With respect to Article 5.6, a vessel which flies the flag of the United States is one defined as an American vessel under the laws of the United States.

9. This Agreement does not affect the right of Norwegian nationals who are resident or present in the United States to apply for voluntary insurance under the National Insurance Scheme of Norway.

10. Provisions of Norwegian laws limiting retroactivity of the right to benefits shall not apply to rights arising under Article 7, provided that the claimant submits an application for benefits within one year after the date of entry into force of this Agreement.

11. Funeral grants under Norwegian laws shall be payable in respect of persons who were subject to Norwegian laws at the time of their death.

12. Nothing in this Agreement shall supersede the exchange of notes between the Norwegian Foreign Ministry and the Ambassador of the United States of America in Oslo on June 26, 1968, concerning old-age, survivors and disability benefits.

13. Article 4 of the Agreement shall be applied by the United States in a manner consistent with Section 233(c)(4) of the United States Social Security Act.

DONE at *Washington* on *13 January 1983* in duplicate in the English and Norwegian languages, the two texts being equally authentic.

For the Government of
the United States of America:

Richard L. Schweiker

For the Government of
the Kingdom of Norway:

Knut M. Madsen

ADMINISTRATIVE AGREEMENT FOR THE IMPLEMENTATION
OF THE AGREEMENT ON SOCIAL SECURITY

between the

UNITED STATES OF AMERICA

and the

KINGDOM OF NORWAY

IN CONFORMITY with Article 8(a) of the Agreement between the United States of America and the Kingdom of Norway on Social Security of January 13, 1983, hereinafter referred to as "the Agreement," the following provisions have been agreed upon:

CHAPTER 1

GENERAL PROVISIONS

Article 1

Terms used in this Administrative Agreement shall have the same meaning as in the Agreement.

Article 2

The liaison agencies designated in Article 9.2 of the Agreement shall agree upon joint procedures and forms necessary for the implementation of the Agreement and this Administrative Agreement.

CHAPTER 2

PROVISIONS ON COVERAGE

Article 3

1. Where the laws of a Contracting State are applicable in accordance with Article 5 of the Agreement, the agency of that Contracting State shall issue upon request of the employer, employee or self-employed person a certificate stating that the concerned employee or self-employed person is covered by those laws. The certificate shall be proof that the employee or self-employed person is exempt from the laws on compulsory coverage of the other Contracting State.

2. The certificate referred to in paragraph 1 shall be issued

-- In the United States:

By the Social Security Administration

-- In Norway:

By the local National Insurance Office where the person resides in the cases mentioned in Article 5.1 and 5.4, and by the National Insurance Office for Social Insurance Abroad in the cases mentioned in Article 5.2, 5.3, 5.5 and 5.6.

CHAPTER 3

PROVISIONS ON BENEFITS

Article 4

1. The agency of the Contracting State with which an application for benefits is first filed in accordance with Article 12 of the Agreement shall inform the agency of the other Contracting State of this fact without delay, using forms established for this purpose. It shall also transmit documents and such other available information as may be necessary for the agency of the other Contracting State to establish the right of the applicant to benefits according to the provisions of Part IV of the Agreement. In the case of an application for disability benefits it shall, in particular, transmit all relevant medical evidence in its possession concerning the disability of the applicant.

2. The agency of a Contracting State which receives an application filed with an agency of the other Contracting State shall without delay provide the agency of the other Contracting State with such evidence and other available information as may be required to complete action on the claim.

3. The agency of the Contracting State with which an application for benefits has been filed shall verify the accuracy of the information pertaining to the applicant and his family members. The types of information to be verified shall be agreed upon by the agencies.

Article 5

In the application of Article 6 of the Agreement, the Norwegian liaison agency shall notify the United States liaison agency of the years in which a person is credited with pension points under Norwegian laws and, if necessary, the person's creditable earnings in any such year.

Article 6

In the application of Article 7 of the Agreement, the United States liaison agency shall notify the Norwegian liaison agency of the periods of coverage completed under United States laws.

CHAPTER 4

MISCELLANEOUS PROVISIONS

Article 7

In accordance with measures to be agreed upon pursuant to Article 2 of this Administrative Agreement, the agency of one Contracting State shall, upon request of the agency of the other Contracting State, furnish available information relating to the claim of any specified individual for the purpose of administering the Agreement or the laws specified in Article 2.1 of the Agreement.

Article 8

Copies of documents which are certified as true and exact copies by the agency of one Contracting State shall be accepted as true and exact copies by the agency of the other Contracting State, without further certification. The agency of each Contracting State shall be the final judge of the probative value of the evidence submitted to it from whatever source.

Article 9

The liaison agencies of the two Contracting States shall exchange statistics on the payments made to beneficiaries under the Agreement for each calendar year in a form to be agreed upon. The data shall include the number of beneficiaries and the total amount of benefits, by type of benefit.

Article 10

1. Where administrative assistance is requested under Article 9 of the Agreement, expenses other than regular personnel and operating costs of the Competent Authorities and agencies providing the assistance shall be reimbursed in accordance with procedures to be agreed upon by the liaison agencies.

2. Where the agency of a Contracting State requires that a claimant or beneficiary submit to a medical examination, such examination, if requested by that agency, shall be arranged by the agency of the other Contracting State in which the claimant or beneficiary resides, in accordance with the rules of the agency making the arrangements and at the expense of the agency which requests the examination. The expenses incurred shall be reimbursed in accordance with procedures to be agreed upon by the liaison agencies.

3. Upon request, the agency of either Contracting State shall furnish without expense to the liaison agency of the other Contracting State any medical information and documentation in its possession relevant to the disability of the claimant or beneficiary.

Article 11

The agency of a Contracting State shall pay any cash benefits due to beneficiaries under the Agreement without recourse to the liaison agency of the other Contracting State.

Article 12

Unless authorized by the national statutes of a Contracting State, information about an individual which is transmitted in accordance with the Agreement to that Contracting State by the other Contracting State shall be used exclusively for purposes of implementing the Agreement. Such information received by a Contracting State shall be governed by the national statutes of that Contracting State for the protection of privacy and confidentiality of personal data.

Article 13

This Administrative Agreement shall enter into force on the date of entry into force of the Agreement and shall have the same period of validity.

DONE at *Washington* on *13 January 1983* in duplicate in the English and Norwegian languages, both texts being equally authentic.

For the Government of the
United States of America:

Rudolf A. Schunken

For the Government of the
Kingdom of Norway:

Arvid Madsen

A V T A L E

mellom

AMERIKAS FORENTE STATER

og

KONGERIKET NORGE

om

SOSIAL TRYGD

Regjeringen i Amerikas Forente Stater og Regjeringen
i Kongeriket Norge,

som ønsker å regulere forholdet mellom de to land
på sosialtrygdens område,

er blitt enige om følgende:

DEL I

Definisjoner og lovgivning

Artikkel 1

I denne Avtale betyr:

1. "Territorium",

når det gjelder Norge, Kongeriket Norges territorium, og når det gjelder De Forente Stater, Statene, Distriktet Columbia, Samveldet Puerto Rico, Jomfruøyene, Guam og Amerikansk Samoa;

2. "norsk kontinentalsokkel",

havbunnen og undergrunnen i de undersjøiske områder utenfor kysten av Kongeriket Norge som er undergitt norsk statshøyhet for såvidt angår utforskning og utnyttelse av naturforekomster;

3. "statsborger",

når det gjelder Norge, en person med norsk statsborgerskap, og når det gjelder De Forente Stater, en borger av De Forente Stater slik det er fastsatt i paragraf 101 i Innvandrings- og statsborgerloven av 1952 med endringer;

4. "lovgivning",

de lover og forskrifter som er regnet opp i artikkel 2;

5. "kompetent myndighet",

når det gjelder Norge, Sosialdepartementet, og når det gjelder De Forente Stater, Ministeren for Helse og Humanitære Tjenester;

6. "trygdeorgan",

når det gjelder Norge, kontor eller myndighet som har ansvaret for gjennomføring av hele eller deler av den lovgivning som er regnet opp i artikkel 2, og
når det gjelder De Forente Stater, Sosialtrygdadministrasjonen;

7. "trygdetid",

et tidsrom med avgiftsbetaling eller med inntektsopptjening som arbeidstaker eller i selvstendig virksomhet, som defineres eller regnes som trygdetid ifølge lovgivningen etter hvilken et slikt tidsrom er fullført, eller ethvert tilsvarende tidsrom i den utstrekning det er godkjent etter denne lovgivning som likestilt med trygdetid;

8. "ytelse",

enhver ytelse som kan gis i medhold av lovgivningen i hver av de Kontraherende Stater;

9. "statsløs",

en person som er definert som statsløs i artikkel 1

1 Konvensjon om statsløses stilling av 28. september 1954;

10. "flyktning",
en person som er definert som flyktning i artikkel 1 i Konvensjonen om flyktningers stilling av 28. juli 1951 og Protokollen til nevnte Konvensjon av 31. januar 1967.

Artikkel 2

1. Denne Avtale får anvendelse på følgende lovgivning:

a. Når det gjelder De Forente Stater, på lovgivningen om Det føderale alders-, etterlatte- og uføretrygdprogram:

- (i) Avdeling II i Sosialtrygdloven med tilhørende forskrifter, unntatt paragrafene 226, 226A og 228 i nevnte Avdeling med forskrifter:
- (ii) Kapittel 2 og kapittel 21 i De Forente Staters Inntektsskattelov av 1954 og forskrifter som hører til de nevnte kapitler.

b. Når det gjelder Norge:

- (1) lov 17. juni 1966 om folketrygd, med
unntak av kapitlene 2, 3, 4, 11 og 12,
med mindre noe annet er bestemt i
Sluttprotokollen;
- (11) lov 19. juni 1969 om særtillegg til ytelser
fra folketrygden;
- (111)lov 19. desember 1969 om kompensasjonstillegg
til ytelser fra folketrygden.

2. Med mindre noe annet er bestemt i Avtalen, skal uttrykket lovgivning brukt i overensstemmelse med nr. 1 ikke omfatte traktater eller andre internasjonale avtaler som er inngått mellom en Kontraherende Stat og en tredje Stat, eller lover eller forskrifter som er vedtatt spesielt med det formål å gjennomføre slike traktater eller avtaler.

DEL II

Alminnelige bestemmelser

Artikkel 3

Med mindre noe annet er fastsatt i denne Avtale, skal den få anvendelse for:

- a) statsborgere av hver av de Kontraherende Stater,
- b) flyktninger,

- c) statsløse,
- d) andre personer når det gjelder rettigheter som de avleder fra en statsborger av en av de Kontraherende Stater, en flyktning eller en statsløs, og
- e) statsborgere av en annen Stat enn en av de Kontraherende Stater som ikke kommer inn under punkt d) i denne artikkel, og som er eller har vært omfattet av lovgivningen i en Kontraherende Stat.

Artikkel 4

1. Med mindre noe annet er bestemt i denne Avtale, skal personer som er nevnt i artikkel 3 a), b), c) eller d) som er bosatt på territoriet til en av de Kontraherende Stater, når det gjelder anvendelsen av den ene av de Kontraherende Staters lovgivning, være likestilt med denne Kontraherende Stats egne statsborgere.

2. Statsborgere i en Kontraherende Stat som er bosatt utenfor begge de Kontraherende Staters territorium, skal få ytelser som gis i medhold av den annen Kontraherende Stats lovgivning på samme vilkår som de som gjelder for den annen Kontraherende Stats statsborgere som er bosatt utenfor begge Kontraherende Staters territorium.

3. Med mindre noe annet er fastsatt i denne Avtale, skal bestemmelsene i en Kontraherende Stats lovgivning som gjør retten til eller utbetalingen av kontantytelser betinget av bosted eller opphold på denne Kontraherende Stats territorium, ikke gjøres gjeldende overfor personer nevnt i artikkel 3 som er bosatt på den annen Kontraherende Stats territorium.

DEL III

Bestemmelser om trygdedekning

Artikkel 5

1. Med mindre noe annet er bestemt i denne artikkel, skal en person som er ansatt på en av de Kontraherende Staters territorium med omsyn til dette ansettelsesforholdet være underlagt bare denne Kontraherende Stats lovgivning om pliktig trygdedekning.

2. Dersom en person som er i tjeneste hos en arbeidsgiver som har driftssted på den ene Kontraherende Stats territorium midlertidig blir sendt av denne arbeidsgiveren til den andre Kontraherende Stats territorium, skal vedkommende person være underlagt bare den førstnevnte

Kontraherende Stats lovgivning om pliktig trygdedekning som om han fortsatt var i arbeid på førstnevnte Kontraherende Stats territorium, forutsatt at hans arbeidsforhold på den annen Kontraherende Stats territorium ikke ventes å vare mer enn 5 år. Dette skal gjelde uavhengig av om lønnen i tjenesteforholdet utbetales av arbeidsgiveren i førstnevnte Kontraherende Stat. Ektefelle og barn som følger med en person som er utsendt av en arbeidsgiver som befinner seg på den ene Kontraherende Stats territorium til den annen Kontraherende Stats territorium, skal være underlagt bare den førstnevnte Kontraherende Stats lovgivning om pliktig trygdedekning i ethvert tidsrom hvori de ikke er i arbeid i den annen Kontraherende Stat.

3.

- a) Bestemmelsene i nr. 1 skal også få anvendelse i tilfelle der en person er bosatt i Norge og er i arbeid på innretninger for utforskning og utnyttelse av naturforekomster på norsk kontinentalsokkel.
- b) Bestemmelsene i nr. 2 skal også få anvendelse i tilfelle der en person er i arbeid på innretninger for utforskning og utnyttelse av naturforekomster på norsk kontinentalsokkel som om han var i arbeid på norsk territorium.

4. En person som er selvstendig næringsdrivende på en av de Kontraherende Staters territorium og som er bosatt i den ene Kontraherende Stat, skal være underlagt lovgivningen om pliktig trygdedekning bare i den Kontraherende Stat der han er bosatt.

5.

a) Del III av denne Avtale skal ikke få anvendelse for de persongruppene som er nevnt i bestemmelsene i Wien-konvensjonen om diplomatisk samkvem av 18. april 1961 eller i Wien-konvensjonen om konsulært samkvem av 24. april 1963.

b) Statsborgere i en av de Kontraherende Stater som ikke er nevnt i bestemmelsene i de to Wien-konvensjonene som det er vist til i bokstav a) og som er i arbeid for vedkommende Kontraherende Stat på den annen Kontraherende Stats territorium skal være underlagt bare førstnevnte Kontraherende Stats lovgivning om pliktig trygdedekning.

6. Dersom en person er i arbeid som offiser eller mannskap på skip som fører den ene Kontraherende Stats flagg og er underlagt begge Kontraherende Staters lovgivning om pliktig trygdedekning, skal han bare være underlagt lovgivningen om pliktig trygdedekning i den Kontraherende Stat hvis flagg skipet fører.

7. En Kontraherende Stats kompetente myndighet kan gjøre unntak fra bestemmelsene i denne Artikkel dersom den annen Kontraherende Stats kompetente myndighet samtykker, forutsatt at den person som saken gjelder blir underlagt en av de Kontraherende Staters lovgivning.

DEL IV

Bestemmsler om ytelser

Kapittel I

Bestemmelser som får anvendelse for De Forente Stater.

Artikkel 6

1. Dersom en person har fullført minst seks kvartaler trygdetid under De Forente Staters lovgivning, men ikke har et tilstrekkelig antall kvartaler trygdetid til å oppfylle vilkårene for rett til ytelser etter De Forente Staters lovgivning, skal pensjonspoengår fullført under norsk lovgivning medregnes i den utstrekning de ikke faller sammen med kalenderkvartaler som allerede er blitt godskrevet som trygdetidskvartaler etter De Forente Staters lovgivning.

2. Når retten til ytelser skal fastsettes i medhold

av nr. 1, skal De Forente Staters trygdeorgan godskrive fire kvartaler trygdetid for hvert pensjonspoengår som blir bekreftet som godskrevet av det norske trygdeorgan; men det skal allikevel ikke bli godskrevet trygdetid for et kalenderkvartal som allerede er godskrevet som et trygdetidskvartal under De Forente Staters lovgivning. Det totale antall kvartaler som godskrives i et år skal ikke overstige fire.

3. Når retten til en ytelse under De Forente Staters lovgivning er fastsatt i medhold av bestemmelsene i nr. 1, skal et delpensjonsbeløp beregnes på grunnlag av forholdet mellom all trygdetid som er fullført under De Forente Staters lovgivning og summen av all trygdetid fullført under begge de Kontraherende Staters lovgivning. Ytelser som utbetales under De Forente Staters lovgivning på grunnlag av opptjente rettigheter der et delpensjonsbeløp er beregnet, skal utbetales på grunnlag av dette delpensjonsbeløpet.

4. For et kalenderkvartal der det er blitt godskrevet et trygdetidskvartal basert på norsk trygdetid i henhold til nr. 1. skal De Forente Staters trygdeorgan for å beregne et delpensjonsbeløp regne med pensjongivende inntekt som vedkommende er blitt godskrevet for dette tidsrommet etter norsk lovgivning, likevel begrenset oppad til høyeste

beløp som årlig kan godskrives som inntekt under
De Forente Staters lovgivning.

5. Retten til en ytelse fra De Forente Stater som følger av nr. 1 skal opphøre ved oppnåelse av tilstrekkelig trygdetid etter De Forente Staters lovgivning til å gi rett til samme eller høyere ytelse uten å gjøre bruk av bestemmelsen i nr. 1.

6. Når retten til en ytelse under De Forente Staters lovgivning er fastsatt i medhold av bestemmelsene i nr. 1, skal vilkårene som er fastsatt i nr. 3 og 4 anses oppfylt dersom De Forente Staters trygdeorgan beregner delpensjonsbeløpet i henhold til De Forente Staters lovgivning på grunnlag av a) de gjennomsnittsinntekter som vedkommende er blitt godskrevet utelukkende etter De Forente Staters lovgivning og b) forholdet mellom den trygdetid vedkommende er godskrevet etter De Forente Staters lovgivning og varigheten av full pensjonsopptjeningstid slik denne er fastsatt etter De Forente Staters lovgivning.

Kapittel II

Bestemmelser som får anvendelse for Norge

Artikkel 7

1.

- a) Dersom en person har fullført minst ett års trygdetid under norsk lovgivning, skal trygdetid fullført under De Forente Staters lovgivning medregnes for å fastsette rett til uføre-, etterlatte- og alderspensjon, forutsatt at den ikke faller sammen med trygdetid som allerede er blitt godskrevet under norsk lovgivning. For å få rett til norsk tilleggspensjon på grunnlag av slik medregning som nevnt, må det være godskrevet pensjonspoeng for minst ett år.

- b) Fire kvartalers trygdetid fullført under De Forente Staters lovgivning skal tilsvare ett års trygdetid etter norsk lovgivning.

2.

- a) Uføre- eller etterlattepensjon i form av grunnpensjon til person som oppholder seg i en av de Kontraherende Stater, skal beregnes på grunnlag av faktisk trygdetid fullført under norsk lovgivning og fremtidig trygdetid beregnet på grunnlag av forholdet mellom den faktiske trygdetid og full norsk trygdetid på 40 år, forutsatt at ytelsen som er beregnet på denne

måte, er høyere enn en pensjon beregnet utelukkende etter reglene i norsk lovgivning.

b) Uføre- eller etterlattepensjon i form av tilleggspensjon til person som oppholder seg i en av de Kontraherende Stater, skal beregnes på grunnlag av faktiske pensjonspoengår godskrevet under norsk lovgivning og fremtidige pensjonspoengår beregnet på grunnlag av forholdet mellom de faktiske pensjonspoengår og full norsk pensjonsopptjeningstid på 40 år, forutsatt at ytelsen som er beregnet på denne måte, er høyere enn en pensjon beregnet utelukkende etter reglene i norsk lovgivning.

c) Dersom en uføre- eller etterlattepensjon som er beregnet utelukkende etter reglene i norsk lovgivning uten å anvende reglene i denne avtale, er høyere enn summen av ytelser som skal utbetales fra begge de kontraherende staters trygdeorganer i henhold til reglene i denne avtale, skal det norske trygdeorgan utbetale ytelsen som er beregnet etter reglene i denne avtale. I tillegg skal det norske trygdeorgan utbetale et beløp som svarer til forskjellen mellom det beløp som skal utbetales av det norske trygdeorgan uten anvendelse av denne avtale og summen av ytelser som skal utbetales av begge de kontraherende staters trygdeorgan i henhold til reglene i

denne avtale.

3. Alderspensjon skal beregnes på grunnlag av trygdetid som er fullført og pensjonspoeng som er godskrevet under norsk lovgivning.

4. Uføre- eller etterlattepensjon som er tilstått i henhold til norsk lovgivning skal omgjøres til alderspensjon når vedkommende når den alminnelige pensjonsalder. Alderspensjonen skal beregnes på grunnlag av den trygdetid og de pensjonspoeng som dannet grunnlag for beregningen av uføre- eller etterlattepensjonen.

5. Tilleggs pensjoner til statsborgere av De Forente Stater skal beregnes i henhold til bestemmelsene i §7-5 i lov om folketrygd om overkompensasjon etter forskriftene fastsatt i medhold av §7-5, tredje ledd. Pensjonstillegg som følge av overkompensasjon skal utbetales til statsborgere av De Forente Stater også når de er bosatt på De Forente Staters territorium.

6. Kompensasjonstillegg kan bare utbetales til personer som er bosatt i Norge. Utbetaling av attføringsytelser, grunnstønad, hjelpestønad og stønad til barnetilsyn til personer som ikke er bosatt eller oppholder seg på norsk territorium skal fastsettes i hvert enkelt tilfelle i henhold

til norsk lovgivning.

DEL V

Forskjellige bestemmelser

Artikkel 8

De to Kontraherende Staters kompetente myndigheter skal:

- a) Inngå en administrativ avtale og etablere de øvrige administrative ordninger som måtte være nødvendige for gjennomføringen og anvendelsen av denne Avtale;
- b) Gi hverandre opplysninger om de tiltak som er truffet for anvendelsen av denne Avtale;
- c) Gi hverandre opplysninger, så snart som mulig, om alle endringer i deres respektive lovgivninger som kan få virkning for anvendelsen av denne Avtale.

Artikkel 9

1. De kompetente myndigheter og de Kontraherende Staters trygdeorganer skal, innenfor sine respektive myndighetsområder, bistå hverandre ved gjennomføringen

av denne Avtale. Denne bistanden skal ytes gratis, med de unntak som måtte bli fastsatt i en administrativ avtale.

2. Forbindelsesorganer for gjennomføringen av denne Avtale er:

- a) for De Forente Stater, Sosialtrygdadministrasjonen;
- b) for Norge, Rikstrygdeverket.

Artikkel 10

Dersom lovgivningen i en Kontraherende Stat fastsetter at et dokument som legges fram for den kompetente myndighet eller for et trygdeorgan i vedkommende Kontraherende Stat, helt eller delvis skal være fritatt fra avgifter eller gebyrer, herunder konsulære og administrative avgifter, skal dette unntaket også gjelde for dokumenter som legges fram for den annen Kontraherende Stats kompetente myndighet eller trygdeorgan i henhold til dens lovgivning.

Artikkel 11

1. De Kontraherende Staters kompetente myndigheter og trygdeorganer kan korrespondere direkte med

hverandre og med enhver person uansett dennes bosted når det er nødvendig for gjennomføringen av denne Avtale. Korrespondansen kan foregå på avsenderens offisielle språk.

2. En søknad eller et dokument kan ikke avvises av den grunn at det er på den annen Kontraherende Stats offisielle språk.

Artikkel 12

1. En skriftlig søknad om ytelser som er fremsatt overfor den ene Kontraherende Stats trygdeorgan skal også verne søkerens rettigheter under den annen Kontraherende Stats lovgivning dersom søkeren ber om at den skal anses som en søknad under den annen Kontraherende Stats lovgivning eller inneholder opplysninger som tyder på at vedkommende person hvis rettigheter gir grunnlag for krav om ytelser, også har fullført trygdetid under den annen Kontraherende Stats lovgivning.

2. Uten omsyn til bestemmelsene i nr. 1, kan en søker fastsette at en søknad som er sendt til en Kontraherende Stats trygdeorgan ikke skal anses som søknad under den annen Kontraherende Stats lovgivning eller at søknaden skal få virkning fra et annet tidspunkt i den annen Kontraherende Stat

i samsvar med og innenfor de grenser som denne Kontraherende Stats lovgivning setter.

3. Bestemmelsene i Del IV i denne Avtale skal bare få virkning for søknader om ytelser som settes fram på eller etter den dato denne Avtale trer i kraft.

Artikkel 13

1. En skriftlig anke over et vedtak som er truffet av den ene Kontraherende Stats trygdeorgan kan rettsgyldig settes fram overfor et trygdeorgan i den annen Kontraherende Stat.

2. Ethvert krav, melding eller anke som må være satt fram innen en bestemt frist overfor den ene Kontraherende Stats trygdeorgan skal anses å ha kommet fram i rett tid dersom kravet, meldingen eller anken er satt fram innen fristens utløp overfor den annen Kontraherende Stats trygdeorgan. I et slikt tilfelle skal trygdeorganet som har mottatt kravet, meldingen eller anken notere datoen for mottakelsen på dokumentet og oversende det uten opphør til den annen Kontraherende Stats forbindelsesorgan.

Artikkel 14

I tilfelle det blir fastsatt bestemmelser som tar sikte på å begrense valutautvekslingen i en av de Kontraherende Stater, skal begge Kontraherende Staters Regjeringer øyeblikkelig samrå seg om de nødvendige tiltak for å sikre overføringen av de beløp som skal betales av hver av de Kontraherende Stater i henhold til denne Avtale.

Artikkel 15

1. Tvister mellom de to Kontraherende Stater som gjelder fortolkningen eller gjennomføringen av denne Avtale skal så langt det er mulig avgjøres av de kompetente myndigheter.

2. Dersom en tvist ikke kan løses av de Kontraherende Staters kompetente myndigheter, skal den, etter krav fra en av de Kontraherende Stater, undergis voldgift i henhold til fremgangsmåte som skal fastsettes av de kompetente myndigheter.

DEL VI

Overgangs- og sluttbestemmelser

Artikkel 16

1. Denne Avtale skal også få anvendelse på forhold som oppsto før dens ikrafttreden og som har betydning for rett til ytelser under lovgivningen.

2. Denne Avtale skal ikke gi opphav til krav om ytelse for noe tidsrom før dens ikrafttreden eller til engangsstønad ved dødsfall for person som døde før dens ikrafttreden.

3. Det skal tas omsyn til trygdetid under hver av de Kontraherende Staters lovgivning som ligger forut for denne Avtales ikrafttreden når det gjelder å fastsette retten til ytelser under Avtalen.

4. Vedtak fattet før denne Avtales ikrafttreden skal ikke påvirke rettigheter som Avtalen gir.

5. Denne Avtale skal ikke føre til at kontantytelser reduseres på grunn av Avtalens ikrafttreden.

Artikkel 17

Vedlagte Sluttprotokoll skal utgjøre en integrert del av denne Avtale.

TIAS 10818

Artikkel 18

1. Denne Avtale skal forbli i kraft og ha virkning inntil utgangen av ett kalenderår som følger etter det år da skriftlig melding om oppsigelse av avtalen gis av den ene Kontraherende Stat til den annen Kontraherende Stat.

2. Dersom denne Avtale opphører ved oppsigelse, skal rettigheter når det gjelder retten til eller utbetaling av ytelser som er oppnådd under Avtalen, være i behold. De Kontraherende Stater skal avtale ordnigner for de rettigheter som er under opptjening.

Artikkel 19

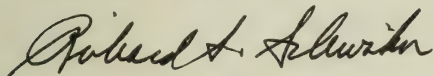
Denne Avtale skal tre i kraft den første dag i den annen måned som følger etter den måned da hver Regjering har mottatt fra den annen Regjering skriftlig melding om at den har oppfylt alle lovfestede og konstitusjonelle krav for at denne Avtale skal kunne tre i kraft.

Til bekreftelse av foranstående har de undertegnede
som er blitt behørig bemyndighet til det, undertegnet
denne Avtale.

Utfærdiget i *Washington* den *13 januar 1983* to eksemplarer,
på engelsk og norsk, som begge har samme gyldighet.

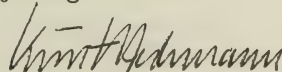
For Regjeringen i

Amerikas Forente Stater



For Kongeriket Norges

Regjering



SLUTTPROTOKOLL

til Avtalen mellom Amerikas Forente Stater og Kongeriket Norge om sosial trygd.

På tidspunktet for undertegning av Avtalen mellom Amerikas Forente Stater og Kongeriket Norge om sosial trygd har de undertegnede erklært at de er enige om følgende punkter:

1. Avtalen skal ikke gi grunnlag for trygdedekning under De Forente Staters lovgivning dersom ikke denne lovgivningen gir hjemmel for innkreving av avgift for slik trygdedekning. Artikkel 5 nr. 1 i Avtalen skal få anvendelse i tilfelle der artikkel 5 nr. 2 ikke får anvendelse som følge av bestemmelsen i første punktum.

2. Artikkel 5 nr. 2 skal få anvendelse i tilfelle der en person arbeider på en tredje Stats territorium, men er pliktig trygdedekket under en av de Kontraherende Staters lovgivning, og så blir sendt av sin arbeidsgiver til den annen Kontraherende Stats territorium.

3. Ved gjennomføringen av artikkel 5 nr. 2 skal en person som sendes av en arbeidsgiver som har driftssted på norsk territorium til De Forente Staters territorium, være underlagt norsk lovgivning, herunder også de kapitler i lov om folketrygd som er unntatt fra denne Avtales omfang etter artikkel 2 nr. 1b (1).

4. Ved gjennomføringen av artikkel 5 nr. 2 skal en person som sendes av en arbeidsgiver som har driftssted på De Forente Staters territorium til norsk territorium og som er undergitt De Forente Staters lovgivning, også være undergitt norsk lovgivning når det gjelder de kapitler av lov om folketrygd som er unntatt fra denne Avtales omfang etter artikkel 2 nr. 1b (1).

5. Artikkel 5 nr. 2 skal få anvendelse der en statsborger av en annen Stat enn de Kontraherende Stater blir sendt av en arbeidsgiver på den ene Kontraherende Stats territorium til den annen Kontraherende Stats territorium, forutsatt at anvendelsen ikke er i strid med bestemmelser i en annen traktat eller internasjonal avtale mellom en Kontraherende Stat og en tredje Stat.

6. En statsborger i De Forente Stater som ikke er bosatt i Norge og som er i arbeid på innretning for utforskning og utnyttelse av naturforekomster

på norsk kontinentalsokkel, som bestemmelsene i artikkel 5 nr. 2 ikke får anvendelse på og som er undergitt De Forente Staters lovgivning når det gjelder dette arbeidsforholdet, skal være unntatt fra norsk lovgivning som er nevnt i artikkel 2 nr. 1b (1) og skal fortsatt være undergitt De Forente Staters lovgivning.

7. Etter at denne Avtale er trådt i kraft, skal bestemmelsene i §1-3 annet ledd i den norske lov om folketrygd angående unntak fra folketrygden ikke lenger gjøres gjeldende for personer som omfattes av denne Avtale.

8. I forhold til artikkel 5 nr. 6 defineres et skip som fører De Forente Staters flagg som et amerikansk skip i henhold til De Forente Staters lovgivning.

9. Denne Avtale berører ikke den rett som norske statsborgere som er bosatt eller oppholder seg i De Forente Stater har til å søke frivillig opptak i den norske folketrygden.

10. Bestemmelser i norsk lovgivning som begrenser retten til etterbetaling av ytelser skal ikke anvendes nå rettigheter som følger av artikkel 7, forutsatt at søkere setter fram krav på ytelser innen ett år etter datoen for denne Averages

ikraftttreden.

11. Gravferdsstønad etter norsk lovgivning skal utbetales for personer som var underlagt norsk lovgivning på tidspunktet for dødsfallet.

12. Intet i denne Avtale skal fortrenge notevekslingen mellom det norske Utenriksdepartement og Amerikas Forente Staters Ambassadør i Oslo den 26. juni 1968 vedrørende alders-, etterlatte- og uførepensjoner.

13. Artikkelen 4 i Avtalen skal av De forente Stater gjennomføres i samsvar med paragraf 233(c)(4) i De Forente Staters sosialtrygdlov.

Utferdiget i *Washington* den *13 januar 1983* i to eksemplarer, på engelsk og norsk, som begge har samme gyldighet.

For Regjeringen i

For Kongeriket Norges

Amerikas Forente Stater

Regjering

Robert A. Schriver

Knut Rindmann

Admininstrasjonsavtale for gjennomføring av Avtalen mellom Amerikas Forente Stater og Kongeriket Norge om sosial trygd av ... I medhold av artikkel 8 a) i Avtalen mellom Amerikas Forente Stater og Kongeriket Norge om sosial trygd av heretter kalt "Avtalen", er det oppnådd enighet om følgende bestemmelser:

Kapittel 1

Alminnelige bestemmelser

Artikkel 1

Uttrykk som er brukt i denne Administrasjonsavtale skal ha samme betydning som i Avtalen.

Artikkel 2

Forbindelsesorganene som er fastlagt i artikkel 9 nr. 2 i Avtalen skal komme overens om felles fremgangsmåter og skjemaer som er nødvendige for gjennomføringen av Avtalen og denne Administrasjonsavtale.

Kapittel 2

Bestemmelser om trygdedekning

Artikkel 3

1. Når en Kontraherende Stats lovgivning skal få anvendelse ifølge artikkel 5 i Avtalen, skal denne stats trygdeorgan etter anmodning fra arbeidsgiveren, arbeidstakeren eller den selvstendig næringsdrivende utstede en attest for at vedkommende arbeidstaker eller selvstendig næringsdrivende er trygdet etter denne lovgivningen. Attesten skal være bevis for at arbeidstakeren eller den selvstendige næringsdrivende er unntatt fra den annen Kontraherende Stats lovgivning om pliktig trygdedekning.

2. Attest som nevnt i nr. 1 skal utstedes

- I Norge:

Av det lokale trygdekontor der vedkommende person er bosatt i de tilfelle som er nevnt i artikkel 5 nr. 1 og nr. 4 og av Folketrygdkontoret for utenlandssaker i de tilfelle som er nevnt i artikkel 5 nr. 2, nr. 3, nr. 5 og nr. 6.

- I De Forente Stater:

Av Sosialtrygdadministrasjonen.

Kapittel 3

Bestemmelser om ytelser

Artikkel 4

1. Trygdeorganet i den Kontraherende Stat der en søknad om ytelser først er satt fram i samsvar med artikkel 12 i Avtalen skal uten opphør informere den annen Kontraherende Stats trygdeorgan om dette, på skjema fastsatt for dette formål. Det skal også oversende dokumenter og andre tilgjengelige opplysninger som kan være nødvendige for at den annen Kontraherende Stats trygdeorgan kan fastslå søkerens rett til ytelser i medhold av Avtalens Del IV. Spesielt når det gjelder søknad om ytelser ved uførhet skal trygdeorganet oversende alle eksisterende relevante medisinske erklæringer som gjelder søkerens uførhet.

2. En Kontraherende Stats trygdeorgan som mottar en søknad satt fram for den annen Kontraherende Stats trygdeorgan skal uten opphold oversende den annen Kontraherende Stats trygdeorgan slike erklæringer og andre tilgjengelige opplysninger som er nødvendige for å ferdigbehandle søknaden.

3. Trygdeorganet i den Kontraherende Stat som har mottatt en søknad om ytelse skal bekrefte riktigheten av opplysninger som gjelder søkeren og hans familiemedlemmer. Trygdeorganene skal avtale hvilke

opplysninger som skal kreves bekreftet.

Artikkel 5

Ved gjennomføringen av bestemmelsene i artikkel 6 i Avtalen, skal det norske forbindelsesorgan gi melding til De Forente Staters forbindelsesorgan om antall år som en person er godskrevet pensjonspoeng for etter norsk lovgivning og om vedkommende pensjonsgivende inntekt i hvert av disse årene.

Artikkel 6

Ved anvendelsen av artikkel 7 i Avtalen, skal De Forente Staters forbindelsesorgan gi melding til det norske forbindelsesorgan om trygdetid som er fullført under De Forente Staters lovgivning.

Kapittel 4

Forskjellige bestemmelser

Artikkel 7

I samsvar med tiltak som skal avtales i medhold av artikkel 2 i denne Administrasjonsavtale, skal den ene Kontraherende Stats trygdeorgan, på anmodning av den annen Kontraherende Stats trygdeorgan, legge

fram tilgjengelige opplysninger som har samband med en enkeltpersons søknad med sikte på administrasjonen av Avtalen eller den lovgivning som er nevnt i artikkel 2 nr. 1 i Avtalen.

Artikkel 8

Dokumenter som er attestert som rette kopier av den ene Kontraherende Stats trygdeorgan, skal godtas som slike av den annen Kontraherende Stats trygdeorgan, uten videre attestasjon. Hver av de Kontraherende Staters trygdeorgan skal ta endelig stilling til bevisverdien av opplysninger som blir lagt fram for organet, uansett kilde.

Artikkel 9

De to Kontraherende Staters forbindelsesorganer skal utveksle statistikk over utbetalinger til stønadsmottakere under Avtalen for hvert kalenderår på en slik måte som blir avtalt. Opplysningene skal inneholde antall stønadsmottakere og den totale sum av ytelser etter ytelsestype.

Artikkel 10

1. Dersom administrativ bistand blir krevd i medhold av artikkel 9 i Avtalen, skal andre utgifter enn regulære personal- og driftsomkostninger til de kompetente myndigheter og trygdeorganer som yter bistand, refunderes på slik måte som blir avtalt av forbindelsesorganene.

2. Dersom en Kontraherende Stats trygdeorgan krever at en søker eller en stønadsmottaker underkaster seg legeundersøkelse, skal slik undersøkelse, hvis det blir krevd av vedkommende trygdeorgan, ordnes av den annen Kontraherende Stats trygdeorgan dersom søkeren eller stønadsmottakeren er bosatt der, i henhold til de regler som følges av det trygdeorgan som ordner undersøkelsen og for regning av det trygdeorgan som krever undersøkelsen utført. Filøpte utgifter skal refunderes på slik måte som blir avtalt av forbindelsesorganene.

3. Etter anmodning skal hver av de Kontraherende Staters trygdeorgan gratis oversende den annen Kontraherende Stats forbindelsesorgan medisinske opplysninger og dokumentasjon som er i dets besittelse og som har betydning for søkerens eller stønadsmottakerens uførhet.

Artikkel 11

En Kontraherende Stats trygdeorgan skal utbetale de kontantytelser som stønadsmottakere under Avtalen har rett til, uten å gå veien om den annen Kontraherende Stats forbindelsesorgan.

Artikkel 12

Med mindre det tillates etter en Kontraherende Stats interne lovgivning, skal opplysninger om enkeltpersoner som overleveres i henhold til Avtalen til vedkommende Kontraherende Stat av den annen Kontraherende Stat, utelukkende benyttes med sikte på gjennomføringen av Avtalen. Slike opplysninger som er mottatt av en Kontraherende Stat skal underlegges denne Kontraherende Stats interne lovgivning om vern av privatlivet og taushetsplikt vedrørende personopplysninger.

Artikkel 13

Denne Administrasjonsavtale skal tre i kraft på samme dag som Avtalen trer i kraft og skal være gyldig i samme tidsrom.

Utfærdiget i *Washington* den *13 januar* ¹⁹⁸³ i to eksemplarer,
på engelsk og norsk, som begge har samme gyldighet.

For Regjeringen i
Amerikas Forente Stater

For Kongeriket Norges
Regjering

Ruben S. Skvick

Knut Nordmann

SINGAPORE

Defense: Security of Military Information

*Agreement effected by exchange of notes
Dated at Singapore June 25, 1982 and March 9, 1983;
Entered into force March 9, 1983.*

The American Embassy to the Singaporean Ministry of Foreign Affairs

No. 347/82

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Singapore and has the honor to present the following draft text for a General Security of Military Information Agreement (GSOMIA) between the United States of America and the Republic of Singapore.

1. All classified military information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles:

A. The recipient government will not release the information to a third government or any other party without the approval of the releasing government;

B. The recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

C. The recipient government will not use the information for other than the purpose for which it was given; and

D. The recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this agreement classified military information is that official military information

or material which in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as other products, substances, or items from which information can be derived.

4. Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

5. This agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. However, this agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an industrial security arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

8.A. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

B. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will:

(1) Insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) Grant to the facility an appropriate security clearance to this effect;

(3) Grant appropriate security clearance for all personnel whose duties require access to the information;

(4) Insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;

(5) Carry out periodic security inspections of cleared facilities;

(6) Assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

If the foregoing is agreeable to your government, we propose that this note and your reply to that effect shall constitute a General Security of Military Information Agreement between our two governments effective the date of your reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,

Singapore, June 25, 1982



*The Singaporean Ministry of Foreign Affairs to the American
Embassy*

MPA 66/03

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 347/82 dated 25 June 1982, containing a proposal to conclude a General Security Of Military Information Agreement (GSOMIA) between the United States of America and the Republic of Singapore.

The Ministry of Foreign Affairs has the honour to inform the Embassy that the Government of the Republic of Singapore agrees to conclude a General Security Of Military Information Agreement with the United States of America. The text of the Agreement is laid out in the latter's above Note No. 347/82 dated 25 June 1982 and is hereunder reproduced:

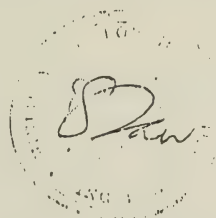
[For text of U.S. note, see supra.]

This Note and the Embassy's Note No. 347/82 dated 25 June 1982 shall constitute a General Security Of Military Information Agreement between the Governments of United States of America and the Republic of Singapore, effective on this date, 9 March 1983.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

SINGAPORE

9 March 1983



Embassy of the United States of America

S i n g a p o r e

TIAS 10819

LIBERIA

Agricultural Commodities

Agreement signed at Monrovia April 6, 1982;

Entered into force April 6, 1982.

And amending agreement effected by exchange of notes

Dated at Monrovia November 19 and December 8, 1982;

Entered into force December 8, 1982.

EMBASSY OF THE
UNITED STATES OF AMERICAAGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF LIBERIA FOR THE
SALE OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480, TITLE
I^[1] PROGRAM

The Government of the United States of America and the Government of Liberia agree to the sale of Agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed August 13, 1980,^[2] together with the following Part II.

PART II. PARTICULAR PROVISIONS:

Item I: Commodity Table:

Commodity	Supply	Approximate	Maximum Export
-	Period	Maximum	Market Value
-	(U.S. FY)	Quantity (MT)	(Millions)
Rice	1982	50,000	15.0

Item II: Payment Terms: Convertible Local Currency Credit
(25 years)

- A. Initial payment - None
- B. Currency Use Payment - None
- C. Number of Installment Payments - Twenty-one (21)
- D. Amount of Each Installment Payment -
Approximately Equal Annual Amounts
- E. Due Date of First Installment Payment - Five
Years (5) after date of last delivery of
commodities in each calendar year

¹ 68 Stat. 455; 7 U.S.C. §1701 *et seq.*

² TIAS 9841; 32 UST 2319.

F. Initial Interest Rate - Two (2) Percent

G. Continuing Interest Rate - Three (3) Percent

Item III. Usual Marketing Table

Commodity	Import Period	Usual Marketing
	(U.S. Fiscal Year)	Requirement (MT)
Rice	1982	57,400 MT

Item IV. Export Limitations:

A. The export limitation period shall be U. S. Fiscal Year 1982 and/or subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to Which Limitations Apply: For the purposes of Part I, Article III (A) (4) of this agreement, the commodities which may not be exported are: For rice -- rice in the form of paddy, brown or milled.

Item V. Self-Help measures:

A. The Government of Liberia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Liberia agrees to undertake the following activities and in doing so to provide adequate

financial, technical, managerial and physical resources for their implementation:

1. Decentralize the administration of agricultural programs in order to increase the productivity of these programs, improve the efficiency of decision making, and thus enlarge the number of small farmers who have access to government and private sector services.

2. Implement a coordinated program approach to agricultural development that emphasizes economic analysis of proposed investment decisions, limits government participation to research, extension and training, and encourages production by the private sector.

3. Develop operational procedures for a coordinated program of agricultural research, extension and training.

Item VI: Economic development purposes for which proceeds accruing to importing country are to be used:

(A) The proceeds accruing to the Government of Liberia from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the Agreement and for the following projects in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

1. Central Agriculture Research Institute (CARI)
2. Agriculture Training
3. Bong County Rural Development
4. Lofa County Rural Development
5. Nimba County Integrated Rural Development (PFP)

6. Livestock
7. Agriculture Development Bank
8. Primary Health Care
9. Liberia Rubber Development Project
10. Liberia Coffee and Cocoa
11. Agricultural Extension

(B) In the use of proceeds for the projects/programs identified above the GOL will place emphasis on directly improving the lives-of-the-needy and their capacity to participate in the development of their country.

1. Central Agriculture Research Institute (CARI)-
Agricultural research is being undertaken to adapt improved food crop varieties to local conditions and to develop better soil and crop management techniques that can be used and adopted by small-farmers. These activities are being coordinated with the total agricultural sector, especially the extension program, so that the small farm operators will benefit from the research program. Specific activities to be funded include **agricultural equipment, vehicles and POL, laboratories, building and water system renovation, salaries and back-up generator.**

2. Agriculture Training - The RDI focuses on training mid-level and senior level agricultural workers at the Cuttington College Campus, Suakoko, Bong County. It has been in operation since 1977 and graduated its third class of 66 trainees in December, 1981. Each participant who successfully completes training receives an associate degree in agriculture. This is a PVO managed project.

3. and 4. Lofa and Bong County Rural Development -

The GOL is supporting the Lofa and Bong County Rural Development activities by providing appropriate services and inputs on a timely basis, such services and inputs include, but are not limited to, host country counterparts, salaries for project employees, fuel and spare parts. The development activities will directly benefit the rural poor by (a) providing the small farm operators easier and more direct access to the research, extension, seed multiplication and distribution, and credit services; (b) constructing rural access roads to improve the flow of inputs and products to and from target areas. These projects were originally jointly funded by AID, World Bank and GOL.

5. Nimba County Integrated Rural Development - This county-wide project, of which Partnership for Productivity is a part, is designed to improve the living condition of the rural population through development and improvement in a variety of sectors, e.g., agriculture, rural industries, roads, housing, water supply and sanitation, health and education. The first phase is concentrating on agriculture production in an attempt to increase the income of the farmers. The emphasis is on farm cooperatives with the provision of credit to small holders. The second phase of this German government assisted project will move into the feeder roads, health and education components of the overall development in the county-wide area.

6. Livestock Project - This project is being oriented toward the income and nutrition of the small farm

families. The project is primarily involved in improving and expanding production from indigenous sheep and goats; however, the multiplication center at Todee is being prepared for the start of a national center to direct training and multiplication to include cattle.

7. Agriculture Development Bank - The Agriculture Development Bank is responsible for making loans to small farmers and providing some credit to farm cooperatives. The Bank has branches in three counties and is expanding at the rate of one branch per year, into all nine counties of Liberia. A problem has been lack of sufficient capital to make loans. The PL 480 counterpart fund provided under this AID assisted project would help capitalize the bank so more small farmers could be assisted with loans.

8. Primary Health Care - The Aid supported Primary Health Care (PHC) project is designed to accomplish the following interrelated objectives within the framework of Liberia's national PHC program: (1) establish the decentralized management and administrative systems needed to implement the national PHC program plan, (2) create a training system capable of meeting the needs of the PHC program for skilled personnel, (3) expand the capability of selected technical divisions within the Ministry of Health and Social Welfare (MOHSW) to support the PHC program, and (4) provide access to adequate primary health care to 80 percent of the residents of three of Liberia's most rural counties, (Sinoe, Grand Gedeh and Maryland).

The PHC project will institute and extend a system of

primary health care at the village level, with village health workers as the first line of health care services. However, the present health care facilities of the MOHSW are inadequate in number to provide sufficient support and supervision for the village level system. Therefore, the PL-480 counterpart funds available during the GOL 1982/83 budget year will be used to construct additional health posts in the three target counties. These health posts will allow for the development of community oriented networks to provide low-cost services including maternal and child health, health education, nutrition, treatment of illnesses, child-spacing and family planning education and services, improved water and environmental sanitation.

9. Liberia Rubber Development Project - These activities aim to improve small-holder rubber production through provision of technical know-how by developing an efficient rubber extension service; providing funds for rehabilitating rubber trees of tapping age; replacing rubber plantings with high-yielding varieties; assisting small-holders in marketing and processing of their rubber and, developing an appropriate rubber pricing policy. Specific physical targets of the project are:

- 1) planting of 25,800 acres of high-yielding trees;
- 2) rehabilitation of 40,240 acres of matured rubber trees;
- 3) training of local staff and small farmers in modern rubber production and processing techniques.

10. The Coffee and Cocoa Development Project - Activities aim for the intensive development of small-holder coffee and cocoa production in five zones of Liberia. It is an ongoing project started in 1977. The primary objectives of these activities are: (1) To engage farmers in the most scientific/economic production and management of coffee and cocoa plantations collectively and individually through the assistance of trained technicians; (2) to supply farmers with high-yielding, disease resistant coffee and cocoa varieties; (3) to provide material assistance to farmers as regards production inputs; (4) to produce/set up project facilitating infrastructure facilities; (5) to conduct project related research and demonstrations for the purpose of upgrading extension technicians and production methods used by farmers.

Specific project targets are: (1) To establish in each of the five zones total capacity of 2,748,720 coffee and cocoa seedlings; (2) to provide assistance to farmers to develop 10 acres of coffee and/or cocoa either in individual holding or in blocks, and with a total goal of approximately 5,000 acres of coffee and 10,000 acres of cocoa; (3) to construct access and secondary roads within these areas.

11. Agricultural Extension - This is a proposed six year AID-funded project to be carried out by the GOL Ministry of Agriculture and a team of experts from a U. S. land grant college. The national project will commence in

FY 1983. The goal is to accelerate the decentralization of the Ministry of Agriculture and utilize the approximately eighteen hundred under-employed Liberian extension agents presently on the rolls. The objective is to disseminate tested agronomic packages to the small-holder farm family. The agents will provide coordination and liaise with the Central Agriculture Research Institute (CARI) to provide linkage between the small farmer and the output from the research institute.

(C) Report on the Use of Currency

In addition to the report required by Part I, Article II (F) of this Agreement, the importing country agrees to report on the progress of the implementation of the project/programs identified in Item VI(A) above. Such report shall be made by Liberia within six (6) months following the last delivery date of commodities in the first calendar year of the Agreement and every six (6) months thereafter until all the commodities provided hereunder, or the proceeds from the sale, have been used for the projects/programs specified in Item VI(A) above.

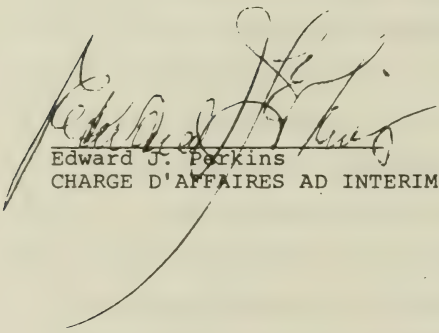
(D) The dollars, fifteen (15) million, generated from the sale of rice provided under this agreement, will go into a special account and will be utilized to support the self-help measures delineated in Item V as well as other development projects specified in Item VI(B) of this Agreement.

In witness thereof, the respective representatives,
duly authorized for the purpose, have signed the present
Agreement. Done at Monrovia, in duplicate, this

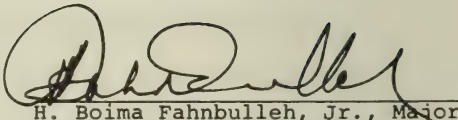
6 day of April, 1982.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

FOR THE GOVERNMENT OF
LIBERIA



Edward J. Perkins
CHARGE D'AFFAIRES AD INTERIM



H. Boima Fahnbulleh, Jr., Major
MINISTER OF FOREIGN AFFAIRS

The American Embassy to the Liberian Ministry of Foreign Affairs

No. 573

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Liberia and has the honor to refer to the Agricultural Commodity Agreement which was signed the sixth of April 1982, and propose the following amendments to particular provisions of Part II.

Under Part II, item VI. A, add the following:

- "12. Liberia Rural Communication
- 13. Four Rural Health Centers
- 14. Feeder Roads
- 15. Rural Health Training Center
- 16. Seed Multiplication"

Under Part II, item VI. B, add the following:

"12. Liberia Rural Communication: This is an AID supported project to establish a rural radio communications network that will cover all of Liberia. The Project objective is to support rural development by promoting, (a) the increased utilization of existing government services by the rural poor, (b) the expansion of the services to a greater portion of the rural population, (c) increased communication between the remote villages and local, regional and national government, and (d) an increase in self-help activities and involvement in local and national development efforts by the rural poor.

13. Four rural Health Centers: Project Goal is to design and construct 10 to 20 bed health centers in the

TIAS 10820

remote, isolated areas of (1) Hahn, Nimba County, (2) Rivercess, Rivercess Territory, (3) Sasstown, Sasstown Territory, and (4) Garbo-Swenken, Grand Gedeh County. The project purpose is to provide access to health services for the residents of these areas who presently do not have health service facilities. Beneficiaries will be the rural poor in these remote villages.

14. Feeder Roads: (Lofa, Bong, Nimba, Sinoe and Grand Gedeh counties). The project goal is to support increased agricultural production through the construction of quote feeder roads, unquote which will allow farmers greater access to agriculture inputs for their produce.

15. Rural Health Training Centers: The project goal is to provide alternative training facilities for health service personnel at Phebe Hospital in Suakoko, Bong County. This project will provide additional training facilities at the hospital to train a larger number of mid-level health professionals. Beneficiaries of the program will be the health service personnel trained. However, the ultimate beneficiaries will be the poor rural population being served through improved health services provided by the trained health workers.

16. Seed Multiplication: The goal of this project is to institute a national rice seed improvement program which will improve rice production through provision of improved varieties of both upland and swamp rice seed to 90,000 small-holder farm families. The project is being carried out in four rural counties and provides support including vehicles, tractors, seed drying facilities, etc. to farmer owned cooperatives. The thrust of the project is to raise rice productivity, thus living standards, for the 90,000 poor subsistence farmers in the four rural counties."

All other terms and conditions of the April 6, 1982 agreement remain the same. If the foregoing is acceptable to your government, we propose that this note, and your reply thereto, constitute an agreement between our two governments, effective date your note in reply.

The Embassy of the United States of America thanks the Ministry of Foreign Affairs for its attention and takes this occasion to renew our assurances of our highest consideration.

Embassy of the United States of America

Monrovia, November 19, 1982

The Liberian Ministry of Foreign Affairs to the American Embassy

15961/2-17

MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

The Ministry of Foreign Affairs of the Republic of Liberia presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 573 of November 19, 1982 proposing amendments to the Agricultural Commodity Agreement which was signed between the Government of the Republic of Liberia and the Government of the United States of America on April 6, 1982 which Note reads word for word as follows:

[For text of the U.S. note, see pp. 2813-2815.]

The Government of Liberia accepts the amendments as proposed in the said Note and understands that upon receipt of this Note, your Note and this Note will constitute an agreement between our two governments.

The Ministry of Foreign Affairs of the Republic of Liberia avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America

Monrovia, Liberia

December 8, 1982

MEXICO

Tourism

*Agreement signed at Mexico April 18, 1983;
Entered into force January 25, 1984.*

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE UNITED MEXICAN STATES
ON THE DEVELOPMENT AND FACILITATION OF TOURISM

Considering the sharing of an extended border and their
close neighborly relations;

Recognizing the cordial and friendly interest expressed by
President Ronald Reagan and President Miguel de la Madrid in
San Diego;

Believing that international cooperation and economic
exchange should serve to foster man's development, to enhance
mutual respect for human dignity, and to promote shared well
being;

Convinced that tourism, because of its socio-cultural and
economic dynamics, is an excellent instrument for promoting
understanding, goodwill, and close relations between people;

Noting that a valuable structure for tourism, already
existing between both countries, stands ready for further
development;

The Government of the United States of America and of the United Mexican States agree to conclude a Tourism Agreement which, within their respective legal frameworks, will promote objectives inspired in the following provisions:

ARTICLE I

Development of the Tourism Industry and Infrastructure

1. The Parties will facilitate, within their respective territories, the operation by the other Party of official travel promotion offices.
2. The Parties, subject to their laws, will facilitate and encourage the activities of travel agents, tour wholesalers and operators, hotel chains, airlines, railroads, motor coach operators, and steamship companies generating two-way tourism between their countries.
3. Each Party will:
 - a. Permit air, sea and surface carriers of the other Party, whether public or private, to appoint sales representatives in its territory in order to market their services;

- b. Encourage the carriers of the other Party to develop and promote, through designated and authorized sales outlets in its territory, special or excursion fares designed to encourage reciprocal tourist travel;
- c. Permit the sale of promotional railway tickets by carriers of the other Party through appropriate outlets in its territory;
- d. Expedite, to the extent possible, the award to carriers of new air routes established under the bilateral Air Transport Agreement^[1] signed by both countries.

4. To the extent that either Party is subject to statutes imposing duty on the entrance of ticket stock or sales materials of the carriers or tourism enterprises of the other, that Party shall review those statutes with the objective of providing for the eventual duty-free entry of such materials on a reciprocal basis.

ARTICLE II

Facilitation and Documentation

1. The Parties will endeavor to facilitate travel of tourists into both countries by simplifying and eliminating, as appropriate, procedural and documentary requirements.

¹ Done Aug. 15, 1960. TIAS 4675, 7167; 12 UST 60; 22 UST 1492.

2. Each Party shall facilitate, to the extent permitted by its laws, the entry of performers who (a) are nationals of the other Party, and (b) have been invited to participate in international cultural events to be held in its territory in the border region. Each Party shall take all necessary facilitative measures to encourage binational cultural events which would strengthen ties and promote tourism in the border region.

3. The Parties will consult on the opening of additional border crossing points and on the designation of such points as high priority based on the needs of touristic development of each area.

4. The Parties will encourage the training of personnel at ports of entry and elsewhere within their respective territories so that tourists' rights are respected and tourists of both countries are extended all appropriate courtesies.

5. The Parties shall consider, on the basis of reciprocity, and on official request, waiving applicable visa fees for the entry and exit of teachers of and experts in tourism.

6. Aware of the importance of automobile collision and liability coverage to automobile tourism between the two countries, the Parties agree to publicize the automobile insurance requirements of their respective territories in the territory of the other, either by distributing information through their respective national tourist offices or by other appropriate means, in accordance with applicable regulations in each country.

7. Both Parties recognize the necessity of promoting, within their respective capabilities and administrative faculties, the health and safety of tourists from the other country, whether traveling by automobile or any other means of transportation, and will either provide information about available medical services or encourage other organizations or agencies to do so as needed.

ARTICLE III

Border, Cultural, and Tourism Programs

1. The Parties regard it appropriate to encourage tourist and cultural activities designed to strengthen the ties between the peoples of the border area, and to improve the overall quality of life of the inhabitants of both countries, and will consider exchange programs which are consistent with the cultural heritage of each country, facilitate the exchange of ideas and human experiences, and convert this region into an attractive zone for visitors.

2. The Parties will consider it a priority to promote travel to developing regions which contain examples of the native culture of each country, and to develop and improve tourist facilities and attractions in those areas.

3. The Parties will encourage the balanced and objective presentation of their respective historic and socio-cultural heritage and promote respect for human dignity and conservation of cultural, archaeological, and ecological resources.

4. The Parties will exchange information concerning the use of facilities for shows and exhibitions in their countries.

ARTICLE IV

Tourism Training

1. The Parties consider it desirable to encourage their respective experts to exchange technical information and/or documents in the following fields:

- a. Systems and methods to prepare teachers and instructors on technical matters, particularly with regard to hotel operation and administration;
- b. Scholarships for teachers, instructors, and students;

c. Curricula and study programs to train personnel who provide tourism services;

d. Curricula and study programs for hotel schools.

2. Each Party will encourage their respective students and professors of tourism to take advantage of fellowships offered by colleges, universities, and training centers of the other.

ARTICLE V

Tourism Statistics

1. Both Parties will do what is possible to improve the reliability and compatibility of statistics on tourism between the two countries, in both the border and interior regions.

2. The Parties agree to re-establish a technical committee on tourism statistics in which the appropriate agencies of both countries shall participate.

3. The committee shall address itself to the exchange and reconciliation of statistical data measuring tourism between the two countries and to the improvement of methods of collecting such data.

4. The Parties consider it desirable to exchange information on the size and characteristics of the actual and potential tourism markets in their two countries.

5. The Parties agree that the guidelines on the collection and presentation of domestic and international tourism statistics established by the World Tourism Organization shall constitute the requirements for such a data base.

ARTICLE VI

Marketing of Tourism

1. Subject to budgetary limitations, the Parties shall consider the conduct of joint marketing activities in other countries.

2. Activities which shall receive consideration include joint operation of inspection trips for tour wholesalers and operators, and journalists from third countries, film festivals, travel trade shows and travel missions.

ARTICLE VII

World Tourism Organization

1. The Parties shall work within the World Tourism Organization to develop, and encourage the adoption of, uniform standards and recommended practices which, if applied by governments, would facilitate tourism.

2. The Parties shall assist one another in matters of cooperation and effective participation in the World Tourism Organization.

ARTICLE VIII

Consultations

1. The Parties agree that tourism and tourism matters shall be discussed, as appropriate, in bilateral consultations attended by representatives of their official tourism organizations. These meetings shall occur periodically and at sites which shall alternate between the two countries.

2. Whenever possible these consultations will be held in conjunction with related meetings of the United States of America and the United Mexican States. Both Parties will consider the possibility of establishing working groups to consider specific issues or articles of the Agreement.

3. The United States of America designates the U. S. Department of Commerce as its agency with primary responsibility for implementing this agreement for the United States.

4. The United Mexican States designates the Tourism Secretariat as its agency with primary responsibility for implementing this agreement for Mexico.

ARTICLE IX

Tourism Agreement of 1978 Superseded

This Agreement shall supersede and replace the Tourism Agreement between the Parties, signed May 4th, 1978. ^[1]

ARTICLE X

Period of Effectiveness

1. Each Party shall inform the other by way of diplomatic note of the completion of necessary legal requirements in its country for entry into force of the present Agreement. The Agreement shall enter into force upon receipt of such notification by the second Party. ^[2]

2. Upon entry into force, this Agreement shall be valid for a period of five years and will be renewed automatically for additional periods of five years unless either Party expresses objection in writing, through diplomatic channels three months prior to the expiration date.

3. The Agreement shall be terminated by either of the Parties ninety days after that Party transmits written notice of intention to terminate to the other Party.

¹ TIAS 9468; 30 UST 4443.

² Jan. 25, 1984.

ARTICLE XI

Notification

After entry into force, both Parties agree to notify the Secretariat General of the World Tourism Organization of this Agreement and any subsequent amendments.

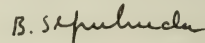
Done at Mexico City this eighteenth day of April 1983 in two originals in the English and Spanish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

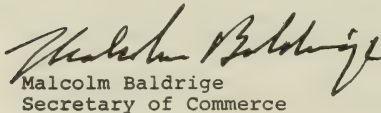


George Shultz
Secretary of State

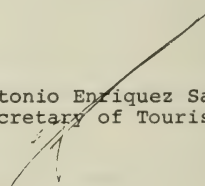
FOR THE GOVERNMENT OF THE
UNITED MEXICAN STATES



Bernardo Sepulveda Amor
Secretary of Foreign Relations



Malcolm Baldrige
Secretary of Commerce



Antonio Enriquez Savignac
Secretary of Tourism

CONVENIO ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LOS
ESTADOS UNIDOS MEXICANOS SOBRE EL DESARROLLO
Y LA FACILITACION DEL TURISMO

Considerando su extensa frontera común y sus estrechas relaciones de vecindad,

Reconociendo el cordial y amigable interés expresado por el Presidente Ronald Reagan y el Presidente Miguel de la Madrid en San Diego;

Conscientes de que la cooperación internacional y el intercambio económico deben procurar el desarrollo humano, alentar el respeto mutuo a la dignidad del hombre y promover el bienestar común;

Convencidos de que en razón de su dinámica sociocultural y económica el turismo es excelente instrumento para promover la comprensión, la buena voluntad y las relaciones estrechas entre los pueblos;

Reconociendo que entre ambos países ya opera una estimable estructura de intercambio turístico susceptible de ser ampliada;

Los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos convienen en celebrar un Convenio de Turismo que, dentro de los respectivos marcos legales de cada país, promoverá los objetivos inspirados en las siguientes disposiciones:

ARTICULO I

DESARROLLO DE LA INFRAESTRUCTURA Y LA INDUSTRIA TURISTICAS

- 1.- Las Partes facilitarán, en sus territorios respectivos, el funcionamiento de oficinas del sector público de la otra Parte promotoras de viajes.
- 2.- Las Partes, sujetas a lo que estipulen sus leyes respectivas, otorgarán facilidades y estimularán las actividades de los agentes de viajes, mayoristas y operadores de excursiones, cadenas hoteleras, aerolíneas, ferrocarriles, compañías de autobuses y navieras que generen turismo bilateral entre ambos países.
- 3.- Cada Parte:
 - a) Permitirá a los transportistas aéreos, náuticos y terrestres públicos o privados de la otra Parte, designar representantes de ventas en su territorio para hacer llegar al mercado la oferta de sus servicios.
 - b) Estimulará a los transportistas del otro país a desarrollar y promover tarifas especiales o de excursión a través de las representaciones designadas y autorizadas en su territorio, con el propósito de alentar el turismo en forma recíproca.
 - c) Permitirá la venta de boletos promocionales de ferro

carril de los operadores de la otra Parte, a través de los canales adecuados en su territorio.

- d) Agilizará en lo posible el otorgamiento de los permisos a los transportistas en las nuevas rutas aéreas establecidas en el Convenio Bilateral Aéreo firmado por ambos países.

- 4.- En la medida en que cada una de las Partes esté sujeta a su legislación fiscal que fija impuestos a la importación de boletaje y material de propaganda de los transportistas o de las empresas turísticas de la Otra, esa Parte revisará dicha legislación con el objeto de que la importación de dichos materiales pueda estar eventualmente libre de impuestos, en forma recíproca.

ARTICULO II

FACILITACION Y DOCUMENTACION

- 1.- Las Partes se esforzarán en facilitar los viajes de los turistas entre ambos países mediante la simplificación y eliminación, según sea apropiado, de los requisitos de procedimiento y de documentación.
- 2.- Cada Parte facilitará, en la medida en que lo permitan sus leyes, la entrada de los artistas que: a) sean nacionales de la otra Parte, y b) hayan sido invitados a participar en eventos culturales internacionales que vayan a celebrar

se en la región fronteriza de su territorio. Cada Parte tomará todas las medidas necesarias que faciliten alentar los eventos culturales binacionales y que sirvan para estrechar los vínculos y promover el turismo en la región fronteriza.

- 3.- Las Partes se consultarán respecto de la apertura de puertos fronterizos adicionales y la designación de tales puertos como de alta prioridad en base a las necesidades de desarrollo turístico de cada área.
- 4.- Las Partes promoverán la capacitación del personal en los puertos de entrada y en el resto de sus respectivos territorios para que se respeten los derechos de los turistas de ambos países y se les otorguen las cortesías apropiadas.
- 5.- Las Partes procurarán, sobre la base de la reciprocidad y a petición oficial, el otorgamiento de los permisos de cortesía para la entrada y salida de catedráticos y expertos en turismo.
- 6.- Conscientes de la importancia de disponer de un seguro que cubra accidentes automovilísticos, así como daños a terceros, para turistas que viajen por vía terrestre entre ambos países, las Partes acuerdan difundir los requerimientos de las pólizas de seguro correspondientes en sus respectivos territorios en el de la

otra Parte, ya sea distribuyendo la información a través de sus oficinas de turismo respectivas o a través de otros medios apropiados de acuerdo con las disposiciones reglamentarias de cada país.

- 7.- Ambas Partes reconocen la necesidad de promover, dentro de sus respectivas competencias y facultades administrativas, la salud y la seguridad de los turistas del otro país que viajen en automóvil o en cualquier otro medio de transporte, y facilitarán la información de los servicios médicos disponibles o alentarán a otras organizaciones u organismos a hacerlo cuando sea necesario.

ARTICULO III

PROGRAMAS TURISTICOS, CULTURALES Y FRONTERIZOS

- 1.- Ambas Partes estiman conveniente alentar actividades turísticas y culturales que contemplen el estrechamiento de vínculos entre los habitantes de la franja fronteriza y un mejoramiento global en la calidad de la vida de los habitantes de ambos países, y considerarán programas de intercambio que respondan a la tradición cultural de cada país, faciliten el intercambio de ideas y de experiencias humanas, y conviertan a esa región, en una zona atractiva para sus visitantes.
- 2.- Ambas Partes considerarán prioritario promover turismo

hacia aquellas áreas de desarrollo incipiente que alberguen manifestaciones culturales características de cada país y, en esas áreas desarrollar y mejorar las instalaciones y los atractivos turísticos.

3.- Las Partes fomentarán la presentación equilibrada y objetiva de sus patrimonios históricos y socioculturales respectivos y alentarán el respeto a la dignidad humana y a la preservación de los recursos culturales, arqueológicos y ecológicos.

4.- Ambas Partes intercambiarán información acerca de la utilización de instalaciones para espectáculos y exposiciones en sus países.

ARTICULO IV

CAPACITACION TURISTICA

1.- Ambas Partes consideran deseable alentar a sus respectivos expertos para que participen en un intercambio de información y documentación técnicas que se refiera a los siguientes temas:

- a) Sistemas y métodos para la preparación de maestros e instructores en materias técnicas, particularmente en operación y administración hotelera.
- b) Becas para maestros, instructores y estudiantes.

c) Planes y programas de estudio para capacitar prestadores de servicios turísticos.

d) Planes y programas de estudio de escuelas de hotelería.

- 2.- Cada Parte alentará a sus respectivos estudiantes y maestros de turismo a hacer uso de becas ofrecidas por escuelas, universidades, y centros de capacitación de la otra Parte.

ARTICULO V

ESTADISTICA TURISTICA

- 1.- Ambas Partes harán lo posible para mejorar la confiabilidad y compatibilidad de las estadísticas sobre el turismo entre los dos países, tanto el fronterizo como el que se dirige al interior.
- 2.- Las Partes acuerdan restablecer un comité técnico de estadística en materia de turismo, en el cual participarán las entidades competentes de ambos países.
- 3.- Este comité tendrá a su cargo el intercambio y compatibilización de datos estadísticos que midan el flujo turístico entre los dos países y el mejoramiento de los métodos de recolección de dichos datos.
- 4.- Las Partes consideran deseable intercambiar información respecto al volumen y características de los mercados

turísticos reales y potenciales de ambos países.

- 5.- Las Partes convienen en seguir como lineamientos para la recolección y presentación de la estadística turística, tanto nacional como internacional, aquéllos establecidos por la Organización Mundial del Turismo.

ARTICULO VI

PROMOCION DEL MERCADO DE TURISMO

- 1.- Sujeto a disponibilidad de presupuesto, ambas Partes considerarán llevar a cabo actividades conjuntas de promoción turística en otros países.
- 2.- A ese efecto se considerarán las siguientes actividades: organización conjunta de viajes de inspección de mayoristas, operadores y periodistas de terceros países; festivales cinematográficos; exposiciones de la industria turística y misiones para asuntos turísticos.

ARTICULO VII

ORGANIZACION MUNDIAL DEL TURISMO

- 1.- Las Partes trabajarán con la Organización Mundial del Turismo para desarrollar y alentar la adopción de reglas generales uniformes y prácticas recomendadas las cuales, de aplicarse por los Gobiernos, facilitarían

el turismo.

- 2.- Las Partes se ayudarán mutuamente en materia de cooperación y participación efectiva en la Organización Mundial del Turismo.

ARTICULO VIII

CONSULTAS

- 1.- Ambos países convienen en que el turismo y los temas relacionados con la actividad turística serán tratados, cuando sea conveniente, en consultas bilaterales a las que asistirán representantes de sus organismos oficiales de turismo. Estas reuniones se efectuarán periódicamente en visita recíproca.
- 2.- Siempre que sea posible, estas consultas se celebrarán conjuntamente con otras reuniones entre los Estados Unidos de América y los Estados Unidos Mexicanos. Ambas Partes considerarán la posibilidad de establecer grupos de trabajo para estudiar temas específicos o artículos de este Convenio.
- 3.- Los Estados Unidos de América designan a la Secretaría de Comercio como su organismo responsable para la ejecución de este Convenio por parte de los Estados Unidos.
- 4.- Los Estados Unidos Mexicanos designan a la Secretaría

de Turismo como su organismo responsable para la ejecución de este Convenio por parte de México.

ARTICULO IX

REEMPLAZO DEL CONVENIO TURISTICO DE 1978

Este Convenio superará y reemplazará al Convenio sobre Turismo entre las Partes, firmado el 4 de mayo de 1978.

ARTICULO X

PERIODO DE VIGENCIA

- 1.- Cada una de las Partes informará a la Otra, por nota diplomática, que se completaron los requisitos legales necesarios en su país para la entrada en vigor del presente Convenio. El Convenio entrará en vigor al recibir la segunda Parte tal notificación.
- 2.- Después de la entrada en vigor, este Convenio tendrá una vigencia de cinco años y será renovado tácitamente por periodos adicionales de cinco años a menos que una de las Partes lo objete por escrito a través de los canales diplomáticos con tres meses de anticipación a la fecha de terminación.
- 3.- El Convenio puede darse por terminado por cualquiera de las Partes noventa días después de que esa Parte haya notificado por escrito a la otra Parte su intenu

ción de darlo por terminado.

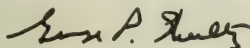
ARTICULO XI

NOTIFICACION

Después de la entrada en vigor, ambas Partes convienen en notificar al Secretario General de la Organización Mundial del Turismo acerca de este Convenio así como de sus modificaciones subsecuentes.

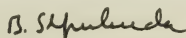
Hecho en la Ciudad de México, a los dieciocho días del mes de abril del año de mil novecientos ochenta y tres, en dos originales, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

Por el Gobierno de los
Estados Unidos de América

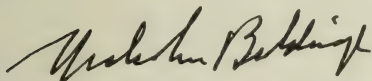


George Shultz,
Secretario de Estado

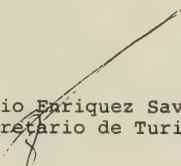
Por el Gobierno de los
Estados Unidos Mexicanos



Bernardo Sepúlveda Amor,
Secretario de Relaciones
Exteriores



Malcolm Baldrige,
Secretario de Comercio



Antonio Enriquez Savignac,
Secretario de Turismo

CHAD

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes

Dated at N'Djamena February 22

and April 22, 1983;

Entered into force April 22, 1983.

*The American Embassy to the Chadian Ministry of Foreign Affairs
and Cooperation*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 25

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Chad, and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return

TIAS 10822

to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET Program with the Government of the Republic of Chad may include training related to defense articles with respect to which the agreement of the Government of the Republic of Chad to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs and Cooperation of the Republic of Chad shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Chad the assurances of its highest consideration.



The Embassy of the United States of America
22 February 1983, N'Djamena

*The Chadian Ministry of Foreign Affairs and Cooperation to the
American Embassy*

REPUBLIQUE DU TCHAD

15/3/83 Mme TATALA
UNITE - TRAVAIL - PROGRESMINISTERE DES
AFFAIRES ETRANGERES
ET de LA COOPERATION

N'DJAMENA, 1e

DIRECTION GENERALE

DIRECTION DE LA COOPERATION

N°/MAE/COOP/DG

750 / COOP.

1757

Le Ministère des Affaires Etrangères et de la Coopération de la République du Tchad présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et se référant à la lettre n° 195/MDNACVG/CAB/83 du 12 Avril 1983 émanant du Ministère de la Défense Nationale, des Anciens Combattants et Victimes de Guerre, a l'honneur de porter à sa connaissance que c'est avec une réelle satisfaction que le Gouvernement tchadien accueille la proposition du Gouvernement Américain relative à la formation des cadres des Forces Armées Nationales Tchadiennes.

Il siéde également au Ministère des Affaires Etrangères et de la Coopération de faire part à l'Ambassade de la souscription du Gouvernement tchadien aux trois conditions posées pour cette formation.

A cet égard, le Ministère de la Défense propose la répartition suivante :

- Organisation Administrative de l'Armée	1 place
- Transmission	1 place
- Armement tout calibre	1 "
- Armée de l'Air (Pilotage, chasse, transport)	2 "
- Genie Militaire	1 "
- Police Militaire	1 "
	<u>7 places</u>

Enfin, compte tenu de l'évolution de la situation actuelle du pays que l'Ambassade n'ignore pas, outre cette formation, l'assistance du Gouvernement américain en moyens roulants, vêtements pour troupes, vivres etc serait hautement appréciée.

Le Ministère des Affaires Etrangères et de la coopération saisit cette occasion pour renouveler à l'Ambassade des États-Unis les assurances de sa haute considération. *Paul*



AMBASSADE DES ETATS-UNIS
D'AMERIQUE DU TCHAD

N'DJAMENA

N'DJAMENA, le 22 AVR 1962

TRANSLATION

Republic of Chad
Ministry of Foreign Affairs and Cooperation
Directorate General
Department of Cooperation

No. 1757/MAE/COOP/DG 750/COOP

The Ministry of Foreign Affairs and Cooperation of the Republic of Chad presents its compliments to the Embassy of the United States of America and, with reference to letter No. 195/MDNACVG/CAB/83 of April 12, 1983,^[1] from the Ministry of National Defense, Veterans, and War Victims, has the honor to inform it that the Chadian Government welcomes the United States Government's proposal concerning the training of cadres of the Chadian Armed Forces.

The Ministry of Foreign Affairs and Cooperation also wishes to inform the Embassy of the Chadian Government's agreement to observe the three conditions with respect to such training.

To this end, the Ministry of Defense proposes the following apportionment:

Embassy of the United States of America
in Chad,
N'Djamena.

¹ Not printed.

-Army Administrative Organization	1 slot
-Transmission	1 slot
-Weapons, all calibers	1 slot
-Air Force (piloting, fighter forces, transport)	2 slots
-Military Engineering	1 slot
-Military Police	1 slot
	<u>7 slots</u>

Last, in view of current developments in Chad of which the Embassy is aware, in addition to such training, United States Government assistance in the form of rolling stock, clothing for the troops, foodstuffs, etc. would be deeply appreciated.

The Ministry of Foreign Affairs and Cooperation avails itself of this opportunity to renew to the United States Embassy the assurances of its high consideration.

N'Djamena, April 22, 1983

[Initialed]

[Ministry stamp]

FRANCE

Prisoner Transfer

*Convention signed at Washington January 25, 1983;
Transmitted by the President of the United States of America to
the Senate March 1, 1984 (Treaty Doc. No. 98-15, 98th
Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Rela-
tions June 20, 1984 (S. Ex. Rept. No. 98-28, 98th Cong., 2d
Sess.);
Advice and consent to ratification by the Senate June 28, 1984;
Ratified by the President July 17, 1984;
Ratified by France December 23, 1983;
Notifications exchanged at Paris January 31 and December 5,
1984;
Proclaimed by the President November 4, 1985;
Entered into force February 1, 1985.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA
A PROCLAMATION

CONSIDERING THAT:

The Convention between the Government of the United States of America and the Government of the Republic of France relating to the Transfer of Sentenced Persons was signed at Washington on January 25, 1983, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of June 28, 1984, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on July 17, 1984 in pursuance of the advice and consent of the Senate, and was ratified on the part of the Republic of France;

Each of the Contracting States notified the other Contracting State in writing, through diplomatic channels, of the completion of the constitutional procedures required to bring the Convention into force, and accordingly the Convention entered into force on February 1, 1985, as specified in Article 21;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the end that it be observed and fulfilled with good faith on and after February 1, 1985, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL]

DONE at the city of Washington
this fourth day of
November in the year of
our Lord one thousand
nine hundred eighty-five
and of the Independence
of the United States of
America the two hundred
tenth.

Ronald Reagan

By the President:

George P. Shultz

Secretary of State

CONVENTION BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF FRANCE
ON THE
TRANSFER OF SENTENCED PERSONS

The Government of the United States of America and the
Government of the Republic of France,

Desiring to enable persons under sentence, with their
consent, to serve their sentences of deprivation of liberty
in the country of which they are nationals in such a way as
to facilitate their reintegration into society,

Have resolved to conclude the present Convention.

CHAPTER IBASIC PRINCIPLESARTICLE 1

For the purposes of this Convention:

(a) the expression "Sentencing State" means the State in which the offender has been sentenced and from which he is being transferred;

(b) the expression "Administering State" means the State to which the sentenced person is being transferred to serve his sentence;

(c) the term "sentenced person" means any person who has been sentenced by a court of law in the territory of either State and required to serve, in confinement, a sentence involving deprivation of liberty.

ARTICLE 2

The application of this Convention is subject to the following conditions:

(a) the offense which leads to a request for transfer would be punishable as a crime under the law of both States;

(b) the sentenced person is a national of the country to which he is to be transferred;

(c) the sentenced person gives his consent;

(d) the sentence referred to in Article 1 is a final and enforceable one; and

(e) at the time of the request for transfer the sentenced person has left to serve a period of at least one year.

ARTICLE 3

This Convention shall not apply when the offense for which the offender has been sentenced is a purely military offense.

ARTICLE 4

The transfer of a sentenced person shall be refused:

(a) if the sentence leading to the request is based on facts that have formed the object of a final judgment in the Administering State;

(b) if enforcement of the sentence is barred by limitation under the law of either State.

ARTICLE 5

The transfer may be refused:

(a) if the transfer is considered by the Sentencing State or the Administering State to be such as to jeopardize its sovereignty, its security, its public policy, the basic principles relating to the organization of criminal jurisdiction under its legal system or any other of its essential interests;

(b) if the competent authorities of the Administering State have decided to abandon, or not to initiate, proceedings based on the same facts;

(c) if the facts upon which the conviction is based are also the object of proceedings in the Administering State;

(d) if the sentenced person has not paid any sums, fines, court costs, damages or any other pecuniary penalties imposed upon him by the judgment.

ARTICLE 6

1. The Sentencing State shall inform the Administering State without delay of any decision or action taken in its territory which terminates the right of enforcement.

2. The competent authorities of the Administering State shall terminate administration upon being informed of any decision or action as a result of which the sentence ceases to be enforceable.

ARTICLE 7

The Sentencing State has the sole right to decide on any action for review of the conviction or sentence.

ARTICLE 8

The Sentencing State shall inform sentenced persons of the possibilities open to them under this Convention.

CHAPTER IIADMINISTRATION OF SENTENCES INVOLVING
DEPRIVATION OF LIBERTYARTICLE 9

1. The sentence imposed by the Sentencing State shall be directly enforceable in the Administering State.

2. The enforcement of the sentence in the Administering State shall be in accordance with the law of that state.

3. If need be under the law, the Administering State may substitute for the penalty imposed by the Sentencing State the penalty or measure provided by its own law for

a similar offense. The nature of this penalty or measure shall correspond insofar as possible to that imposed in the sentence to be enforced. The sentence may not aggravate by its nature or duration the penalty imposed by the Sentencing State nor exceed the maximum prescribed by the law of the Administering State.

4. The Administering State alone is competent to take with respect to the sentenced person decisions on the manner of the execution of the sentence, including decisions on the length of the period of incarceration. However, it shall take account of any information furnished by the Sentencing State pursuant to Article 13 of this Convention.

ARTICLE 10

The costs of transfer and detention subsequent to transfer are the responsibility of the Administering State.

CHAPTER III

PROCEDURE

ARTICLE 11

A transfer request may be submitted by:

- (a) the person under sentence himself, who submits a request to this effect to one of the States;
- (b) the Sentencing State; or
- (c) the Administering State.

ARTICLE 12

1. Every request shall be in writing. It shall indicate the identity of the sentenced person and his address in both the Sentencing State and the Administering State.

2. The request shall be completed prior to transfer by a statement taken by a consul of the Administering State acknowledging that the sentenced person's consent was given voluntarily and with full knowledge of the consequences of the transfer.

ARTICLE 13

1. The Sentencing State shall send the Administering State the original or a certified copy of the judgment convicting the offender. It shall certify the enforceability of the judgment, and it shall make as clear as possible the circumstances of the offense, the time and place it was committed and its designation in law.

2. The Sentencing State shall provide full information about the length of the sentence remaining to be served, about the periods spent in pre-trial and post-trial custody, as well as remissions of sentence granted or earned.

ARTICLE 14

The request shall be addressed to the French Ministry of Justice, if the requesting State is the United States of America, and to the Department of Justice of the United States of America if the requesting State is France.

ARTICLE 15

If one of the States deems the information provided by the other to be insufficient to allow it to implement this Convention, it shall request the supplementary information required for this purpose.

ARTICLE 16

Either State shall furnish to the other State upon request at any time a complete report on the status of the execution of the penalty of the sentenced person transferred under this Convention.

ARTICLE 17

All documents produced by either State in accordance with this Convention may be in English or in French.

ARTICLE 18

Documents transmitted by one Contracting State to the other in connection with the application of this Convention shall require no further certification, authentication or other legalization to be admissible in any proceeding relating to the application of the Convention in the State receiving such documents.

ARTICLE 19

Costs of administration incurred in the Administering State shall not be reimbursed.

ARTICLE 20

1. Both States shall cooperate in facilitating the transit through their territory of sentenced persons transferred from a third state.

2. The transit shall be subject to the conditions established for transfer by Articles 2(a), (b), (d) and (e), 3 and 4 of this Convention. Its duration shall not exceed 24 hours. The State which intends to carry out such a transit shall give advance notice to the other State together with all necessary information. No notice shall be required if transport is by air over the territory of the other State and no landing there is scheduled.

CHAPTER IV

FINAL PROVISIONS

ARTICLE 21

1. Each of the Contracting Parties shall notify the other upon the completion of the constitutional procedures required to allow this Convention to come into force. Notification of the completion of these procedures shall be exchanged as soon as possible at Paris.

2. This Convention shall come into force on the first day of the second month after the day such exchange is effected.^[1]

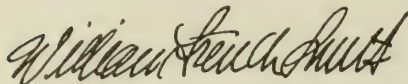
3. Each of the Contracting Parties may terminate this Convention at any time by sending the other, through diplomatic channels, written notice of termination. In this case, termination shall take effect one year after the date the said notice is received.

¹ Feb. 1, 1985.

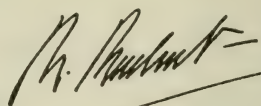
IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Convention and hereunto affixed their seals.

DONE in duplicate at Washington in the English and French languages, both equally authentic, this twenty-fifth day of January, 1983.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

 [1]

FOR THE GOVERNMENT OF
THE REPUBLIC OF FRANCE:

 [2]

¹ William French Smith.

² Robert Badinter.

CONVENTION
ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE
GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE SUR LE
TRANSFEREMENT DES CONDAMNES DETENUS.

Le Gouvernement des Etats-Unis d'Amérique

c.

le Gouvernement de la République française

désireux de permettre aux condamnés, avec leur consentement, de purger leur peine privative de liberté dans le pays dont ils sont ressortissants, favorisant ainsi leur réinsertion sociale, ont résolu de conclure la présente Convention.

TITRE I

PRINCIPES FONDAMENTAUX

Article 1er

Au sens de la présente Convention :

- a) l'expression "Etat de condamnation" désigne l'Etat où le délinquant a été condamné et d'où il est transféré ;
- b) l'expression "Etat d'exécution" désigne l'Etat vers lequel le condamné est transféré afin de subir sa peine ;
- c) le terme "condamné" désigne toute personne qui, ayant fait l'objet sur le territoire de l'un ou l'autre Etat d'une décision judiciaire de culpabilité, est astreinte à subir en détention une peine privative de liberté.

Article 2

La présente Convention s'applique dans les conditions suivantes :

- a) l'infraction qui motive une demande de transfèrement doit être réprimée en tant que crime ou délit par la législation de chacun des Etats ;
- b) le condamné doit être un ressortissant du pays vers lequel il sera acheminé ;
- c) le condamné doit être consentant ;
- d) la décision judiciaire visée à l'article premier doit être définitive et exécutoire ;
- e) au moment de la demande de transfèrement, le condamné détenu doit avoir encore au moins un an de peine à exécuter .

Article 3

La présente Convention ne s'applique pas quand l'infraction pour laquelle le délinquant a été condamné est une infraction purement militaire.

Article 4

Il n'y a pas de transfèrement :

- a) si la condamnation qui motive la demande est fondée sur des faits qui ont été jugés définitivement dans l'Etat d'exécution ;
- b) si la prescription de la sanction est acquise d'après la loi de l'un des Etats.

Article 5

Le transfèrement peut être refusé :

- a) si le transfèrement est considéré par l'Etat de condamnation ou l'Etat d'exécution comme étant de nature à porter atteinte à sa souveraineté, à sa sécurité, à son ordre public, aux principes fondamentaux relatifs à l'organisation des compétences en matière pénale dans son système juridique, ou à d'autres de ses intérêts essentiels ;
- b) si les autorités compétentes de l'Etat d'exécution ont décidé de ne pas engager de poursuites ou de mettre fin aux poursuites qu'elles ont exercées pour les mêmes faits ;
- c) si les faits qui motivent la condamnation font l'objet de poursuites dans l'Etat d'exécution ;
- d) si le condamné ne s'est pas acquitté des sommes, amendes, frais de justice, dommages-intérêts et condamnations pécuniaires de toute nature mises à sa charge par le jugement.

Article 6

1. L'Etat de condamnation informe sans délai l'Etat d'exécution de toute décision ou tout acte de procédure intervenu sur son territoire, qui met fin au droit d'exécution.

2. Les autorités compétentes de l'Etat d'exécution doivent mettre fin à l'exécution de la peine dès qu'elles ont connaissance de toute décision ou de tout acte de procédure qui a pour effet d'enlever à la sanction son caractère exécutoire.

Article 7

L'Etat de condamnation, seul, a le droit de statuer sur tout recours en révision introduit contre la condamnation.

Article 8

L'Etat de condamnation informe les détenus des possibilités ouvertes par la présente Convention.

TITRE II

DE L'EXECUTION DES PEINES PRIVATIVES DE LIBERTE

Article 9

1. La peine prononcée par l'Etat de condamnation est directement applicable dans l'Etat d'exécution.

2. L'exécution de la peine dans l'Etat d'exécution est régie par la loi de cet Etat.

3. Si son droit le rend nécessaire, l'Etat d'exécution substitue à la peine infligée par l'Etat de condamnation la peine ou la mesure prévue par sa propre loi pour une infraction analogue. Cette peine ou mesure correspond autant que possible, quant à sa nature, à celle infligée par la décision à exécuter. Elle ne peut aggraver par sa nature ou par sa durée la sanction prononcée par l'Etat de condamnation ni excéder le maximum prévu par la loi de l'Etat d'exécution.

4. L'Etat d'exécution est seul compétent pour prendre les décisions concernant les modalités d'exécution de la peine y compris celles concernant la durée du temps d'incarcération de la personne condamnée. Il tient compte, toutefois, des renseignements fournis par l'Etat de condamnation au titre de l'article 13 de la présente Convention.

Article 10

Les frais de transfèrement et de détention postérieure au transfèrement sont à la charge de l'Etat d'exécution.

TITRE IIIPROCEDUREArticle 11

La demande de transfèrement peut être présentée :

- a) soit par le condamné lui-même qui présente, à cet effet, une requête à l'un des Etats ;
- b) soit par l'Etat de condamnation ;
- c) soit par l'Etat d'exécution.

Article 12

1. Toute demande est formulée par écrit. Elle indique l'identité du condamné et son lieu de résidence dans l'Etat de condamnation et dans l'Etat d'exécution.

2. La demande doit être complétée, avant le transfèrement, par une déclaration recueillie par un agent consulaire de l'Etat d'exécution, constatant que le condamné a librement donné son consentement et qu'il a été pleinement informé des conséquences du transfèrement.

Article 13

1. L'Etat de condamnation adresse à l'Etat d'exécution l'original ou une copie authentique de la décision condamnant le délinquant. Il certifie le caractère exécutoire de la décision et il précise, dans toute la mesure du possible, les circonstances de l'infraction, le temps et le lieu où elle a été commise ainsi que sa qualification légale.

2. L'Etat de condamnation fournit tous renseignements sur la durée de la peine restant à purger ainsi que sur la durée de la détention déjà subie et sur les réductions de peine déjà appliquées ou seulement décidées.

Article 14

La demande est adressée, dans le cas où l'Etat requérant est les Etats-Unis d'Amérique, au Ministère français de la Justice et, dans le cas où l'Etat requérant est la France, au Ministère de la Justice des Etats-Unis d'Amérique.

Article 15

Si l'un des Etats estime que les renseignements fournis par l'autre Etat sont insuffisants pour lui permettre d'appliquer la présente Convention, il demande le complément d'informations nécessaires.

Article 16

Chaque Etat fournira à tout moment à l'autre Etat, s'il le demande, un rapport complet sur les conditions d'exécution de la peine de la personne condamnée qui a été transférée en vertu de la présente Convention.

Article 17

Tous les documents produits par chaque Etat conformément à la présente Convention peuvent être établis en langue anglaise ou en langue française.

Article 18

Les pièces et documents transmis par l'un des deux Etats à l'autre Etat en application de la présente Convention sont dispensés de toute formalité de certification, authentification ou autre légalisation supplémentaire pour être admis dans toute procédure se rapportant à l'application de la Convention dans l'Etat qui les reçoit.

Article 19

Les frais d'exécution exposés dans l'Etat d'exécution ne sont pas remboursés.

Article 20

1. Les deux Etats coopèrent en vue de faciliter le transit sur leur territoire de détenus transférés d'un Etat tiers.

2. Le transit est soumis aux conditions fixées pour le transfert aux articles 2 (a, b, d et e), 3 et 4 de la présente Convention. Sa durée n'excédera pas vingt quatre heures. L'Etat ayant l'intention d'effectuer un tel transit doit en adresser préalablement la demande à l'autre Etat en lui fournissant les informations nécessaires.

Aucune notification ne sera requise si le transport s'effectue par le survol du territoire de l'autre Etat et si aucun atterrissage de l'aéronef n'est prévu sur ce territoire.

TITRE IV

DISPOSITIONS FINALES

Article 21

1. Chacune des Parties contractantes notifiera à l'autre l'accomplissement des procédures requises par sa Constitution pour l'entrée en vigueur de la présente Convention. Les notifications constatant l'accomplissement de ces procédures seront échangées à Paris aussitôt que faire se pourra.

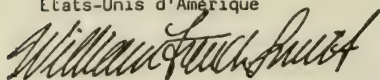
2. La présente Convention entrera en vigueur le premier jour du deuxième mois suivant la date de cet échange.

3. Chacune des Parties contractantes pourra dénoncer la présente Convention à n'importe quel moment en adressant à l'autre, par la voie diplomatique, un avis écrit de dénonciation ; dans ce cas, la dénonciation prendra effet un an après la date de réception dudit avis.

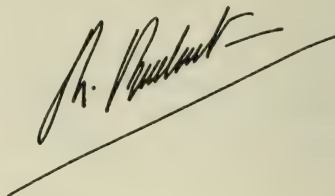
EN FOI DE QUOI, les représentants des deux Gouvernements, autorisés à cet effet, ont signé la présente Convention et y ont apposé leur sceau.

Fait à Washington, le vingt cinq janvier mil neuf cent quatre
vingt trois, en double exemplaire, en langues anglaise et française, les
deux textes faisant également foi.

Pour le Gouvernement des
Etats-Unis d'Amérique

A handwritten signature in dark ink, appearing to read "William French Smith", written in a cursive style.

Pour le Gouvernement de la
République française

A handwritten signature in dark ink, appearing to read "J. P. Baudouin", written in a cursive style with a long horizontal stroke extending to the right.

MULTILATERAL

Prisoner Transfer

Convention done at Strasbourg March 21, 1983;

Transmitted by the President of the United States of America to the Senate May 7, 1984 (Treaty Doc. No. 98-23, 98th Cong., 2d Sess.);

Reported favorably by the Senate Committee on Foreign Relations June 20, 1984 (S. Ex. Rept. No. 98-34, 98th Cong., 2d Sess.);

Advice and consent to ratification by the Senate June 28, 1984;

Ratified by the President July 17, 1984;

Ratification of the United States of America deposited March 11, 1985;

Proclaimed by the President May 14, 1985;

Entered into force July 1, 1985.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on the Transfer of Sentenced Persons, was adopted at Strasbourg on March 21, 1983, by the Committee of Ministers of the Council of Europe, and signed on behalf of the United States of America on March 21, 1983, a certified copy of which is hereto annexed;

The Senate of the United States of America by its resolution of June 28, 1984, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on July 17, 1984, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on March 11, 1985

Pursuant to the provisions of Article 18, the Convention enters into force on July 1, 1985;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention, to the end that it be observed and fulfilled with good faith on and after July 1, 1985, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL]

DONE at the city of Washington
this fourteenth day of
May in the year of
our Lord one thousand
nine hundred eighty-five
and of the Independence
of the United States of
America the two hundred
ninth.

Ronald Reagan

By the President:

George P. Shultz

Secretary of State

CONVENTION ON THE TRANSFER OF SENTENCED PERSONS

The member States of the Council of Europe and the other States, signatory hereto.

Considering that the aim of the Council of Europe is to achieve a greater unity between its Members ;

Desirous of further developing international co-operation in the field of criminal law ;

Considering that such co-operation should further the ends of justice and the social rehabilitation of sentenced persons ;

Considering that these objectives require that foreigners who are deprived of their liberty as a result of their commission of a criminal offence should be given the opportunity to serve their sentences within their own society ; and

Considering that this aim can best be achieved by having them transferred to their own countries,

Have agreed as follows :

Article 1

Definitions

For the purposes of this Convention :

- a. "sentence" means any punishment or measure involving deprivation of liberty ordered by a court for a limited or unlimited period of time on account of a criminal offence ;
- b. "judgment" means a decision or order of a court imposing a sentence ;
- c. "sentencing State" means the State in which the sentence was imposed on the person who may be, or has been, transferred ;
- d. "administering State" means the State to which the sentenced person may be, or has been, transferred in order to serve his sentence.

Article 2

General principles

1. The Parties undertake to afford each other the widest measure of co-operation in respect of the transfer of sentenced persons in accordance with the provisions of this Convention.
2. A person sentenced in the territory of a Party may be transferred to the territory of another Party, in accordance with the provisions of this Convention, in order to serve the sentence imposed on him. To that end, he may express his interest to the sentencing State or to the administering State in being transferred under this Convention.
3. Transfer may be requested by either the sentencing State or the administering State.

CONVENTION SUR LE TRANSFÈREMENT DES PERSONNES CONDAMNÉES

Les Etats membres du Conseil de l'Europe et les autres Etats, signataires de la présente Convention.

Considérant que le but du Conseil de l'Europe est de réaliser une union plus étroite entre ses membres ;

Désireux de développer davantage la coopération internationale en matière pénale ;

Considérant que cette coopération doit servir les intérêts d'une bonne administration de la justice et favoriser la réinsertion sociale des personnes condamnées ;

Considérant que ces objectifs exigent que les étrangers qui sont privés de leur liberté à la suite d'une infraction pénale aient la possibilité de subir leur condamnation dans leur milieu social d'origine ;

Considérant que le meilleur moyen d'y parvenir est de les transférer vers leur propre pays,

Sont convenus de ce qui suit :

Article 1

Définitions

Aux fins de la présente Convention, l'expression :

- a. « condamnation » désigne toute peine ou mesure privative de liberté prononcée par un juge pour une durée limitée ou indéterminée en raison d'une infraction pénale ;
- b. « jugement » désigne une décision de justice prononçant une condamnation ;
- c. « Etat de condamnation » désigne l'Etat où a été condamnée la personne qui peut être transférée ou l'a déjà été ;
- d. « Etat d'exécution » désigne l'Etat vers lequel le condamné peut être transféré ou l'a déjà été, afin d'y subir sa condamnation.

Article 2

Principes généraux

1. Les Parties s'engagent à s'accorder mutuellement, dans les conditions prévues par la présente Convention, la coopération la plus large possible en matière de transfèrement des personnes condamnées.
2. Une personne condamnée sur le territoire d'une Partie peut, conformément aux dispositions de la présente Convention, être transférée vers le territoire d'une autre Partie pour y subir la condamnation qui lui a été infligée. A cette fin, elle peut exprimer, soit auprès de l'Etat de condamnation, soit auprès de l'Etat d'exécution, le souhait d'être transférée en vertu de la présente Convention.
3. Le transfèrement peut être demandé soit par l'Etat de condamnation, soit par l'Etat d'exécution.

Article 3

Conditions for transfer

1. A sentenced person may be transferred under this Convention only on the following conditions :

- a.* if that person is a national of the administering State ;
- b.* if the judgment is final ;
- c.* if, at the time of receipt of the request for transfer, the sentenced person still has at least six months of the sentence to serve or if the sentence is indeterminate ;
- d.* if the transfer is consented to by the sentenced person or, where in view of his age or his physical or mental condition one of the two States considers it necessary, by the sentenced person's legal representative ;
- e.* if the acts or omissions on account of which the sentence has been imposed constitute a criminal offence according to the law of the administering State or would constitute a criminal offence if committed on its territory ; and
- f.* if the sentencing and administering States agree to the transfer.

2. In exceptional cases, Parties may agree to a transfer even if the time to be served by the sentenced person is less than that specified in paragraph 1.c.

3. Any State may, at the time of signature or when depositing its instrument of ratification, acceptance, approval or accession, by a declaration addressed to the Secretary General of the Council of Europe, indicate that it intends to exclude the application of one of the procedures provided in Article 9.1.a and b in its relations with other Parties.

4. Any State may, at any time, by a declaration addressed to the Secretary General of the Council of Europe, define, as far as it is concerned, the term "national" for the purposes of this Convention.

Article 4

Obligation to furnish information

1. Any sentenced person to whom this Convention may apply shall be informed by the sentencing State of the substance of this Convention.

2. If the sentenced person has expressed an interest to the sentencing State in being transferred under this Convention, that State shall so inform the administering State as soon as practicable after the judgment becomes final.

3. The information shall include :

- a.* the name, date and place of birth of the sentenced person ;
- b.* his address, if any, in the administering State ;
- c.* a statement of the facts upon which the sentence was based ;
- d.* the nature, duration and date of commencement of the sentence.

4. If the sentenced person has expressed his interest to the administering State, the sentencing State shall, on request, communicate to that State the information referred to in paragraph 3 above.

5. The sentenced person shall be informed, in writing, of any action taken by the sentencing State or the administering State under the preceding paragraphs, as well as of any decision taken by either State on a request for transfer.

Article 3

Conditions du transfèrement

1. Un transfèrement ne peut avoir lieu aux termes de la présente Convention qu'aux conditions suivantes :

- a.* le condamné doit être ressortissant de l'Etat d'exécution ;
- b.* le jugement doit être définitif ;
- c.* la durée de condamnation que le condamné a encore à subir doit être au moins de six mois à la date de réception de la demande de transfèrement, ou indéterminée ;
- d.* le condamné ou, lorsqu'en raison de son âge ou de son état physique ou mental l'un des deux Etats l'estime nécessaire, son représentant doit consentir au transfèrement ;

e. les actes ou omissions qui ont donné lieu à la condamnation doivent constituer une infraction pénale au regard du droit de l'Etat d'exécution ou devraient en constituer une s'ils survenaient sur son territoire ; et

f. l'Etat de condamnation et l'Etat d'exécution doivent s'être mis d'accord sur ce transfèrement.

2. Dans des cas exceptionnels, des Parties peuvent convenir d'un transfèrement même si la durée de la condamnation que le condamné a encore à subir est inférieure à celle prévue au paragraphe 1.c.

3. Tout Etat peut, au moment de la signature ou du dépôt de son instrument de ratification, d'acceptation, d'approbation ou d'adhésion, par une déclaration adressée au Secrétaire Général du Conseil de l'Europe, indiquer qu'il entend exclure l'application de l'une des procédures prévues à l'article 9.1. *a* et *b* dans ses relations avec les autres Parties.

4. Tout Etat peut, à tout moment, par une déclaration adressée au Secrétaire Général du Conseil de l'Europe, définir, en ce qui le concerne, le terme « ressortissant » aux fins de la présente Convention.

Article 4

Obligation de fournir des informations

1. Tout condamné auquel la présente Convention peut s'appliquer doit être informé par l'Etat de condamnation de la teneur de la présente Convention.

2. Si le condamné a exprimé auprès de l'Etat de condamnation le souhait d'être transféré en vertu de la présente Convention, cet Etat doit en informer l'Etat d'exécution le plus tôt possible après que le jugement soit devenu définitif.

3. Les informations doivent comprendre :

- a.* le nom, la date et le lieu de naissance du condamné ;
- b.* le cas échéant, son adresse dans l'Etat d'exécution ;
- c.* un exposé des faits ayant entraîné la condamnation ;
- d.* la nature, la durée et la date du début de la condamnation.

4. Si le condamné a exprimé auprès de l'Etat d'exécution le souhait d'être transféré en vertu de la présente Convention, l'Etat de condamnation communique à cet Etat, sur sa demande, les informations visées au paragraphe 3 ci-dessus.

5. Le condamné doit être informé par écrit de toute démarche entreprise par l'Etat de condamnation ou l'Etat d'exécution en application des paragraphes précédents, ainsi que de toute décision prise par l'un des deux Etats au sujet d'une demande de transfèrement.

Article 5

Requests and replies

1. Requests for transfer and replies shall be made in writing.
2. Requests shall be addressed by the Ministry of Justice of the requesting State to the Ministry of Justice of the requested State. Replies shall be communicated through the same channels.
3. Any Party may, by a declaration addressed to the Secretary General of the Council of Europe, indicate that it will use other channels of communication.
4. The requested State shall promptly inform the requesting State of its decision whether or not to agree to the requested transfer.

Article 6

Supporting documents

1. The administering State, if requested by the sentencing State, shall furnish it with :
 - a. a document or statement indicating that the sentenced person is a national of that State ;
 - b. a copy of the relevant law of the administering State which provides that the acts or omissions on account of which the sentence has been imposed in the sentencing State constitute a criminal offence according to the law of the administering State, or would constitute a criminal offence if committed on its territory ;
 - c. a statement containing the information mentioned in Article 9.2.
2. If a transfer is requested, the sentencing State shall provide the following documents to the administering State, unless either State has already indicated that it will not agree to the transfer :
 - a. a certified copy of the judgment and the law on which it is based ;
 - b. a statement indicating how much of the sentence has already been served, including information on any pre-trial detention, remission, and any other factor relevant to the enforcement of the sentence ;
 - c. a declaration containing the consent to the transfer as referred to in Article 3.1.d ; and
 - d. whenever appropriate, any medical or social reports on the sentenced person, information about his treatment in the sentencing State, and any recommendation for his further treatment in the administering State.
3. Either State may ask to be provided with any of the documents or statements referred to in paragraphs 1 or 2 above before making a request for transfer or taking a decision on whether or not to agree to the transfer.

Article 7

Consent and its verification

1. The sentencing State shall ensure that the person required to give consent to the transfer in accordance with Article 3.1.d does so voluntarily and with full knowledge of the legal consequences thereof. The procedure for giving such consent shall be governed by the law of the sentencing State.

Article 5

Demandes et réponses

1. Les demandes de transfèrement et les réponses doivent être formulées par écrit.
2. Ces demandes doivent être adressées par le Ministère de la Justice de l'Etat requérant au Ministère de la Justice de l'Etat requis. Les réponses doivent être communiquées par les mêmes voies.
3. Toute Partie peut, par une déclaration adressée au Secrétaire Général du Conseil de l'Europe, indiquer qu'elle utilisera d'autres voies de communication.
4. L'Etat requis doit informer l'Etat requérant, dans les plus brefs délais, de sa décision d'accepter ou de refuser le transfèrement demandé.

Article 6

Pièces à l'appui

1. L'Etat d'exécution doit, sur demande de l'Etat de condamnation, fournir à ce dernier :
 - a. un document ou une déclaration indiquant que le condamné est ressortissant de cet Etat ;
 - b. une copie des dispositions légales de l'Etat d'exécution desquelles il résulte que les actes ou omissions qui ont donné lieu à la condamnation dans l'Etat de condamnation constituent une infraction pénale au regard du droit de l'Etat d'exécution ou en constitueraient une s'ils survenaient sur son territoire ;
 - c. une déclaration contenant les renseignements prévus à l'article 9.2.
2. Si un transfèrement est demandé, l'Etat de condamnation doit fournir les documents suivants à l'Etat d'exécution, à moins que l'un ou l'autre des deux Etats ait déjà indiqué qu'il ne donnerait pas son accord au transfèrement :
 - a. une copie certifiée conforme du jugement et des dispositions légales appliquées ;
 - b. l'indication de la durée de la condamnation déjà subie, y compris des renseignements sur toute détention provisoire, remise de peine ou autre acte concernant l'exécution de la condamnation ;
 - c. une déclaration constatant le consentement au transfèrement tel que visé à l'article 3.1.d ;et
 - d. chaque fois qu'il y aura lieu, tout rapport médical ou social sur le condamné, toute information sur son traitement dans l'Etat de condamnation et toute recommandation pour la suite de son traitement dans l'Etat d'exécution.
3. L'Etat de condamnation et l'Etat d'exécution peuvent, l'un et l'autre, demander à recevoir l'un quelconque des documents ou déclarations visés aux paragraphes 1 et 2 ci-dessus avant de faire une demande de transfèrement ou de prendre la décision d'accepter ou de refuser le transfèrement.

Article 7

Consentement et vérification

1. L'Etat de condamnation fera en sorte que la personne qui doit donner son consentement au transfèrement en vertu de l'article 3.1.d le fasse volontairement et en étant pleinement consciente des conséquences juridiques qui en découlent. La procédure à suivre à ce sujet sera régie par la loi de l'Etat de condamnation.

2. The sentencing State shall afford an opportunity to the administering State to verify, through a consul or other official agreed upon with the administering State, that the consent is given in accordance with the conditions set out in paragraph 1 above.

Article 8

Effect of transfer for sentencing State

1. The taking into charge of the sentenced person by the authorities of the administering State shall have the effect of suspending the enforcement of the sentence in the sentencing State.
2. The sentencing State may no longer enforce the sentence if the administering State considers enforcement of the sentence to have been completed.

Article 9

Effect of transfer for administering State

1. The competent authorities of the administering State shall :
 - a. continue the enforcement of the sentence immediately or through a court or administrative order, under the conditions set out in Article 10, or
 - b. convert the sentence, through a judicial or administrative procedure, into a decision of that State, thereby substituting for the sanction imposed in the sentencing State a sanction prescribed by the law of the administering State for the same offence, under the conditions set out in Article 11.
2. The administering State, if requested, shall inform the sentencing State before the transfer of the sentenced person as to which of these procedures it will follow.
3. The enforcement of the sentence shall be governed by the law of the administering State and that State alone shall be competent to take all appropriate decisions.
4. Any State which, according to its national law, cannot avail itself of one of the procedures referred to in paragraph 1 to enforce measures imposed in the territory of another Party on persons who for reasons of mental condition have been held not criminally responsible for the commission of the offence, and which is prepared to receive such persons for further treatment may, by way of a declaration addressed to the Secretary General of the Council of Europe, indicate the procedures it will follow in such cases.

Article 10

Continued enforcement

1. In the case of continued enforcement, the administering State shall be bound by the legal nature and duration of the sentence as determined by the sentencing State.
2. If, however, this sentence is by its nature or duration incompatible with the law of the administering State, or its law so requires, that State may, by a court or administrative order, adapt the sanction to the punishment or measure prescribed by its own law for a similar offence. As to its nature, the punishment or measure shall, as far as possible, correspond with that imposed by the sentence to be enforced. It shall not aggravate, by its nature or duration, the sanction imposed in the sentencing State, nor exceed the maximum prescribed by the law of the administering State.

2. L'Etat de condamnation doit donner à l'Etat d'exécution la possibilité de vérifier, par l'intermédiaire d'un consul ou d'un autre fonctionnaire désigné en accord avec l'Etat d'exécution, que le consentement a été donné dans les conditions prévues au paragraphe précédent.

Article 8

Conséquences du transfèrement pour l'Etat de condamnation

1. La prise en charge du condamné par les autorités de l'Etat d'exécution a pour effet de suspendre l'exécution de la condamnation dans l'Etat de condamnation.
2. L'Etat de condamnation ne peut plus exécuter la condamnation lorsque l'Etat d'exécution considère l'exécution de la condamnation comme étant terminée.

Article 9

Conséquences du transfèrement pour l'Etat d'exécution

1. Les autorités compétentes de l'Etat d'exécution doivent :
 - a. soit poursuivre l'exécution de la condamnation immédiatement ou sur la base d'une décision judiciaire ou administrative, dans les conditions énoncées à l'article 10 ;
 - b. soit convertir la condamnation, par une procédure judiciaire ou administrative, en une décision de cet Etat, substituant ainsi à la sanction infligée dans l'Etat de condamnation une sanction prévue par la législation de l'Etat d'exécution pour la même infraction, dans les conditions énoncées à l'article 11.
2. L'Etat d'exécution doit, si la demande lui en est faite, indiquer à l'Etat de condamnation, avant le transfèrement de la personne condamnée, laquelle de ces procédures il suivra.
3. L'exécution de la condamnation est régie par la loi de l'Etat d'exécution et cet Etat est seul compétent pour prendre toutes les décisions appropriées.
4. Tout Etat dont le droit interne empêche de faire usage de l'une des procédures visées au paragraphe 1 pour exécuter les mesures dont on fait l'objet sur le territoire d'une autre Partie des personnes qui, compte tenu de leur état mental, ont été déclarées pénalement irresponsables d'une infraction et qui est disposé à prendre en charge ces personnes en vue de la poursuite de leur traitement peut, par une déclaration adressée au Secrétaire Général du Conseil de l'Europe, indiquer les procédures qu'il suivra dans ces cas.

Article 10

Poursuite de l'exécution

1. En cas de poursuite de l'exécution, l'Etat d'exécution est lié par la nature juridique et la durée de la sanction telles qu'elles résultent de la condamnation.
2. Toutefois, si la nature ou la durée de cette sanction sont incompatibles avec la législation de l'Etat d'exécution, ou si la législation de cet Etat l'exige, l'Etat d'exécution peut, par décision judiciaire ou administrative, adapter cette sanction à la peine ou mesure prévue par sa propre loi pour des infractions de même nature. Cette peine ou mesure correspond, autant que possible, quant à sa nature, à celle infligée par la condamnation à exécuter. Elle ne peut aggraver par sa nature ou par sa durée la sanction prononcée dans l'Etat de condamnation ni excéder le maximum prévu par la loi de l'Etat d'exécution.

Article 11

Conversion of sentence

1. In the case of conversion of sentence, the procedures provided for by the law of the administering State apply. When converting the sentence, the competent authority :

a. shall be bound by the findings as to the facts insofar as they appear explicitly or implicitly from the judgment imposed in the sentencing State ;

b. may not convert a sanction involving deprivation of liberty to a pecuniary sanction ;

c. shall deduct the full period of deprivation of liberty served by the sentenced person ;
and

d. shall not aggravate the penal position of the sentenced person, and shall not be bound by any minimum which the law of the administering State may provide for the offence or offences committed.

2. If the conversion procedure takes place after the transfer of the sentenced person, the administering State shall keep that person in custody or otherwise ensure his presence in the administering State pending the outcome of that procedure.

Article 12

Pardon, amnesty, commutation

Each Party may grant pardon, amnesty or commutation of the sentence in accordance with its Constitution or other laws.

Article 13

Review of judgment

The sentencing State alone shall have the right to decide on any application for review of the judgment.

Article 14

Termination of enforcement

The administering State shall terminate enforcement of the sentence as soon as it is informed by the sentencing State of any decision or measure as a result of which the sentence ceases to be enforceable.

Article 15

Information on enforcement

The administering State shall provide information to the sentencing State concerning the enforcement of the sentence :

a. when it considers enforcement of the sentence to have been completed ;

b. if the sentenced person has escaped from custody before enforcement of the sentence has been completed ; or

c. if the sentencing State requests a special report.

Article 16

Transit

1. A Party shall, in accordance with its law, grant a request for transit of a sentenced person through its territory if such a request is made by another Party and that State has agreed with another Party or with a third State to the transfer of that person to or from its territory.

Article 11

Conversion de la condamnation

1. En cas de conversion de la condamnation, la procédure prévue par la législation de l'Etat d'exécution s'applique. Lors de la conversion, l'autorité compétente :

a. sera liée par la constatation des faits dans la mesure où ceux-ci figurent explicitement ou implicitement dans le jugement prononcé dans l'Etat de condamnation ;

b. ne peut convertir une sanction privative de liberté en une sanction pécuniaire ;

c. déduira intégralement la période de privation de liberté subie par le condamné ; et

d. n'aggravera pas la situation pénale du condamné, et ne sera pas liée par la sanction minimale éventuellement prévue par la législation de l'Etat d'exécution pour la ou les infractions commises.

2. Lorsque la procédure de conversion a lieu après le transfèrement de la personne condamnée, l'Etat d'exécution gardera cette personne en détention ou prendra d'autres mesures afin d'assurer sa présence dans l'Etat d'exécution jusqu'à l'issue de cette procédure.

Article 12

Grâce, amnistie, commutation

Chaque Partie peut accorder la grâce, l'amnistie ou la commutation de la peine conformément à sa Constitution ou à ses autres règles juridiques.

Article 13

Révision du jugement

L'Etat de condamnation, seul, a le droit de statuer sur tout recours en révision introduit contre le jugement.

Article 14

Cessation de l'exécution

L'Etat d'exécution doit mettre fin à l'exécution de la condamnation dès qu'il a été informé par l'Etat de condamnation de toute décision ou mesure qui a pour effet d'enlever à la condamnation son caractère exécutoire.

Article 15

Informations concernant l'exécution

L'Etat d'exécution fournira des informations à l'Etat de condamnation concernant l'exécution de la condamnation :

a. lorsqu'il considère terminée l'exécution de la condamnation ;

b. si le condamné s'évade avant que l'exécution de la condamnation ne soit terminée ; ou

c. si l'Etat de condamnation lui demande un rapport spécial.

Article 16

Transit

1. Une Partie doit, en conformité avec sa législation, accéder à une demande de transit d'un condamné par son territoire, si la demande est formulée par une autre Partie qui est elle-même convenue avec une autre Partie ou avec un Etat tiers du transfèrement du condamné vers ou à partir de son territoire.

2. A Party may refuse to grant transit :
 - a. if the sentenced person is one of its nationals, or
 - b. if the offence for which the sentence was imposed is not an offence under its own law.
3. Requests for transit and replies shall be communicated through the channels referred to in the provisions of Article 5.2 and 3.
4. A Party may grant a request for transit of a sentenced person through its territory made by a third State if that State has agreed with another Party to the transfer to or from its territory.
5. The Party requested to grant transit may hold the sentenced person in custody only for such time as transit through its territory requires.
6. The Party requested to grant transit may be asked to give an assurance that the sentenced person will not be prosecuted, or, except as provided in the preceding paragraph, detained, or otherwise subjected to any restriction on his liberty in the territory of the transit State for any offence committed or sentence imposed prior to his departure from the territory of the sentencing State.
7. No request for transit shall be required if transport is by air over the territory of a Party and no landing there is scheduled. However, each State may, by a declaration addressed to the Secretary General of the Council of Europe at the time of signature or of deposit of its instrument of ratification, acceptance, approval or accession, require that it be notified of any such transit over its territory.

Article 17

Language and costs

1. Information under Article 4, paragraphs 2 to 4, shall be furnished in the language of the Party to which it is addressed or in one of the official languages of the Council of Europe.
2. Subject to paragraph 3 below, no translation of requests for transfer or of supporting documents shall be required.
3. Any State may, at the time of signature or when depositing its instrument of ratification, acceptance, approval or accession, by a declaration addressed to the Secretary General of the Council of Europe, require that requests for transfer and supporting documents be accompanied by a translation into its own language or into one of the official languages of the Council of Europe or into such one of these languages as it shall indicate. It may on that occasion declare its readiness to accept translations in any other language in addition to the official language or languages of the Council of Europe.
4. Except as provided in Article 6.2.a, documents transmitted in application of this Convention need not be certified.
5. Any costs incurred in the application of this Convention shall be borne by the administering State, except costs incurred exclusively in the territory of the sentencing State.

2. Une Partie peut refuser d'accorder le transit :
 - a. si le condamné est un de ses ressortissants, ou
 - b. si l'infraction qui a donné lieu à la condamnation ne constitue pas une infraction au regard de sa législation.
3. Les demandes de transit et les réponses doivent être communiquées par les voies mentionnées aux dispositions de l'article 5.2. et 3.
4. Une Partie peut accéder à une demande de transit d'un condamné par son territoire, formulée par un Etat tiers, si celui-ci est convenu avec une autre Partie du transfèrement vers ou à partir de son territoire.
5. La Partie à laquelle est demandé le transit peut garder le condamné en détention pendant la durée strictement nécessaire au transit par son territoire.
6. La Partie requise d'accorder le transit peut être invitée à donner l'assurance que le condamné ne sera ni poursuivi, ni détenu, sous réserve de l'application du paragraphe précédent, ni soumis à aucune autre restriction de sa liberté individuelle sur le territoire de l'Etat de transit, pour des faits ou condamnations antérieurs à son départ du territoire de l'Etat de condamnation.
7. Aucune demande de transit n'est nécessaire si la voie aérienne est utilisée au-dessus du territoire d'une Partie et aucun atterrissage n'est prévu. Toutefois, chaque Etat peut, par une déclaration adressée au Secrétaire Général du Conseil de l'Europe au moment de la signature ou du dépôt de son instrument de ratification, d'acceptation, d'approbation ou d'adhésion, exiger que lui soit notifié tout transit au-dessus de son territoire.

Article 17

Langues et frais

1. Les informations en vertu de l'article 4, paragraphes 2 à 4, doivent se faire dans la langue de la Partie à laquelle elles sont adressées ou dans l'une des langues officielles du Conseil de l'Europe.
2. Sous réserve du paragraphe 3 ci-dessous, aucune traduction des demandes de transfèrement ou des documents à l'appui n'est nécessaire.
3. Tout Etat peut, au moment de la signature ou du dépôt de son instrument de ratification, d'acceptation, d'approbation ou d'adhésion, par déclaration adressée au Secrétaire Général du Conseil de l'Europe, exiger que les demandes de transfèrement et les pièces à l'appui soient accompagnées d'une traduction dans sa propre langue ou dans l'une des langues officielles du Conseil de l'Europe ou dans celle de ces langues qu'il indiquera. Il peut à cette occasion déclarer qu'il est disposé à accepter des traductions dans toute autre langue en plus de la langue officielle, ou des langues officielles, du Conseil de l'Europe.
4. Sauf l'exception prévue à l'article 6.2.a, les documents transmis en application de la présente Convention n'ont pas besoin d'être certifiés.
5. Les frais occasionnés en appliquant la présente Convention sont à la charge de l'Etat d'exécution, à l'exception des frais occasionnés exclusivement sur le territoire de l'Etat de condamnation.

Article 18

Signature and entry into force

1. This Convention shall be open for signature by the member States of the Council of Europe and non-member States which have participated in its elaboration. It is subject to ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with the Secretary General of the Council of Europe.
2. This Convention shall enter into force on the first day of the month following the expiration of a period of three months after the date on which three member States of the Council of Europe have expressed their consent to be bound by the Convention in accordance with the provisions of paragraph 1.^[1]
3. In respect of any signatory State which subsequently expresses its consent to be bound by it, the Convention shall enter into force on the first day of the month following the expiration of a period of three months after the date of the deposit of the instrument of ratification, acceptance or approval.

Article 19

Accession by non-member States

1. After the entry into force of this Convention, the Committee of Ministers of the Council of Europe, after consulting the Contracting States, may invite any State not a member of the Council and not mentioned in Article 18.1 to accede to this Convention, by a decision taken by the majority provided for in Article 20.d of the Statute of the Council of Europe and by the unanimous vote of the representatives of the Contracting States entitled to sit on the Committee.
2. In respect of any acceding State, the Convention shall enter into force on the first day of the month following the expiration of a period of three months after the date of deposit of the instrument of accession with the Secretary General of the Council of Europe.

Article 20

Territorial application

1. Any State may at the time of signature or when depositing its instrument of ratification, acceptance, approval or accession, specify the territory or territories to which this Convention shall apply.
2. Any State may at any later date, by a declaration addressed to the Secretary General of the Council of Europe, extend the application of this Convention to any other territory specified in the declaration. In respect of such territory the Convention shall enter into force on the first day of the month following the expiration of a period of three months after the date of receipt of such declaration by the Secretary General.
3. Any declaration made under the two preceding paragraphs may, in respect of any territory specified in such declaration, be withdrawn by a notification addressed to the Secretary General. The withdrawal shall become effective on the first day of the month following the expiration of a period of three months after the date of receipt of such notification by the Secretary General.

Article 21

Temporal application

This Convention shall be applicable to the enforcement of sentences imposed either before or after its entry into force.

¹ July 1, 1985.

Article 18

Signature et entrée en vigueur

1. La présente Convention est ouverte à la signature des Etats membres du Conseil de l'Europe et des Etats non membres qui ont participé à son élaboration. Elle sera soumise à ratification, acceptation ou approbation. Les instruments de ratification, d'acceptation ou d'approbation seront déposés près le Secrétaire Général du Conseil de l'Europe.
2. La présente Convention entrera en vigueur le premier jour du mois qui suit l'expiration d'une période de trois mois après la date à laquelle trois Etats membres du Conseil de l'Europe auront exprimé leur consentement à être liés par la Convention, conformément aux dispositions du paragraphe 1.
3. Pour tout Etat signataire qui exprimera ultérieurement son consentement à être lié par la Convention, celle-ci entrera en vigueur le premier jour du mois qui suit l'expiration d'une période de trois mois après la date du dépôt de l'instrument de ratification, d'acceptation ou d'approbation.

Article 19

Adhésion des Etats non membres

1. Après l'entrée en vigueur de la présente Convention, le Comité des Ministres du Conseil de l'Europe pourra, après avoir consulté les Etats contractants, inviter tout Etat non membre du Conseil et non mentionné à l'article 18.1, à adhérer à la présente Convention, par une décision prise à la majorité prévue à l'article 20.d du Statut du Conseil de l'Europe, et à l'unanimité des représentants des Etats Contractants ayant le droit de siéger au Comité.
2. Pour tout Etat adhérent, la Convention entrera en vigueur le premier jour du mois qui suit l'expiration d'une période de trois mois après la date du dépôt de l'instrument d'adhésion près le Secrétaire Général du Conseil de l'Europe.

Article 20

Application territoriale

1. Tout Etat peut, au moment de la signature ou au moment du dépôt de son instrument de ratification, d'acceptation ou d'adhésion, désigner le ou les territoires auxquels s'appliquera la présente Convention.
2. Tout Etat peut, à tout autre moment par la suite, par une déclaration adressée au Secrétaire Général du Conseil de l'Europe, étendre l'application de la présente Convention à tout autre territoire désigné dans la déclaration. La Convention entrera en vigueur à l'égard de ce territoire le premier jour du mois qui suit l'expiration d'une période de trois mois après la date de réception de la déclaration par le Secrétaire Général.
3. Toute déclaration faite en vertu des deux paragraphes précédents pourra être retirée, en ce qui concerne tout territoire désigné dans cette déclaration, par notification adressée au Secrétaire Général. Le retrait prendra effet le premier jour du mois qui suit l'expiration d'une période de trois mois après la date de réception de la notification par le Secrétaire Général.

Article 21

Application dans le temps

La présente Convention sera applicable à l'exécution des condamnations prononcées soit avant soit après son entrée en vigueur.

Article 22

Relationship to other Conventions and Agreements

1. This Convention does not affect the rights and undertakings derived from extradition treaties and other treaties on international co-operation in criminal matters providing for the transfer of detained persons for purposes of confrontation or testimony.
2. If two or more Parties have already concluded an agreement or treaty on the transfer of sentenced persons or otherwise have established their relations in this matter, or should they in future do so, they shall be entitled to apply that agreement or treaty or to regulate those relations accordingly, in lieu of the present Convention.
3. The present Convention does not affect the right of States party to the European Convention on the International Validity of Criminal Judgments [1] to conclude bilateral or multilateral agreements with one another on matters dealt with in that Convention in order to supplement its provisions or facilitate the application of the principles embodied in it.
4. If a request for transfer falls within the scope of both the present Convention and the European Convention on the International Validity of Criminal Judgments or another agreement or treaty on the transfer of sentenced persons, the requesting State shall, when making the request, indicate on the basis of which instrument it is made.

Article 23

Friendly settlement

The European Committee on Crime Problems of the Council of Europe shall be kept informed regarding the application of this Convention and shall do whatever is necessary to facilitate a friendly settlement of any difficulty which may arise out of its application.

Article 24

Denunciation

1. Any Party may at any time denounce this Convention by means of a notification addressed to the Secretary General of the Council of Europe.
2. Such denunciation shall become effective on the first day of the month following the expiration of a period of three months after the date of receipt of the notification by the Secretary General.
3. The present Convention shall, however, continue to apply to the enforcement of sentences of persons who have been transferred in conformity with the provisions of the Convention before the date on which such a denunciation takes effect.

Article 25

Notifications

The Secretary General of the Council of Europe shall notify the member States of the Council of Europe, the non-member States which have participated in the elaboration of this Convention and any State which has acceded to this Convention of :

- a. any signature ;
- b. the deposit of any instrument of ratification, acceptance, approval or accession ;
- c. any date of entry into force of this Convention in accordance with Articles 18.2 and 3, 19.2 and 20.2 and 3 ;
- d. any other act, declaration, notification or communication relating to this Convention.

¹ Done at Strasbourg May 29, 1970. *American Society of International Law Legal Materials*, May 1970, p. 450. (draft)

Article 22

Relations avec d'autres conventions et accords

1. La présente Convention ne porte pas atteinte aux droits et obligations découlant des traités d'extradition et autres traités de coopération internationale en matière pénale prévoyant le transfèrement de détenus à des fins de confrontation ou de témoignage.
2. Lorsque deux ou plusieurs Parties ont déjà conclu ou concluront un accord ou un traité sur le transfèrement des condamnés ou lorsqu'ils ont établi ou établiront d'une autre manière leurs relations dans ce domaine, ils auront la faculté d'appliquer ledit accord, traité ou arrangement au lieu de la présente Convention.
3. La présente Convention ne porte pas atteinte au droit des Etats qui sont Parties à la Convention européenne sur la valeur internationale des jugements répressifs de conclure entre elles des accords bilatéraux ou multilatéraux, relatifs aux questions réglées par cette Convention, pour en compléter les dispositions ou pour faciliter l'application des principes dont elle s'inspire.
4. Si une demande de transfèrement tombe dans le champ d'application de la présente Convention et de la Convention européenne sur la valeur internationale des jugements répressifs ou d'un autre accord ou traité sur le transfèrement des condamnés, l'Etat requérant doit, lorsqu'il formule la demande, préciser en vertu de quel instrument la demande est formulée.

Article 23

Règlement amiable

Le Comité européen pour les problèmes criminels suivra l'application de la présente Convention et facilitera au besoin le règlement amiable de toute difficulté d'application.

Article 24

Dénonciation

1. Toute Partie peut, à tout moment, dénoncer la présente Convention en adressant une notification au Secrétaire Général du Conseil de l'Europe.
2. La dénonciation prendra effet le premier jour du mois qui suit l'expiration d'une période de trois mois après la date de réception de la notification par le Secrétaire Général.
3. Toutefois, la présente Convention continuera à s'appliquer à l'exécution des condamnations de personnes transférées conformément à ladite Convention avant que la dénonciation ne prenne effet.

Article 25

Notifications

Le Secrétaire Général du Conseil de l'Europe notifiera aux Etats membres du Conseil de l'Europe, aux Etats non membres qui ont participé à l'élaboration de la présente Convention ainsi qu'à tout Etat ayant adhéré à celle-ci :

- a. toute signature ;
- b. le dépôt de tout instrument de ratification, d'acceptation, d'approbation ou d'adhésion ;
- c. toute date d'entrée en vigueur de la présente Convention conformément à ses articles 18.2 et 3, 19.2 et 20.2 et 3 ;
- d. tout autre acte, déclaration, notification ou communication ayant trait à la présente Convention.

In witness whereof the undersigned, being duly authorised thereto, have signed this Convention.

Done at Strasbourg, this 21st day of March 1983, in English and French, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Council of Europe. The Secretary General of the Council of Europe shall transmit certified copies to each member State of the Council of Europe, to the non-member States which have participated in the elaboration of this Convention, and to any State invited to accede to it.

En foi de quoi, les soussignés, dûment autorisés à cet effet, ont signé la présente Convention.

Fait à Strasbourg, le 21 mars 1983, en français et en anglais, les deux textes faisant également foi, en un seul exemplaire, qui sera déposé dans les archives du Conseil de l'Europe. Le Secrétaire Général du Conseil de l'Europe en communiquera copie certifiée conforme à chacun des Etats membres du Conseil de l'Europe, aux Etats non membres qui ont participé à l'élaboration de la présente Convention et à tout Etat invité à adhérer à celle-ci.

For the Government
of the Republic of Austria :

Pour le Gouvernement
de la République d'Autriche :

D. BUKOWSKI

For the Government
of the Kingdom of Belgium :

Pour le Gouvernement
du Royaume de Belgique :

A.J. VRANKEN

For the Government
of the Republic of Cyprus :

Pour le Gouvernement
de la République de Chypre :

For the Government
of the Kingdom of Denmark :

Pour le Gouvernement
du Royaume de Danemark :

Kjeld WILLUMSEN

For the Government
of the French Republic :

Pour le Gouvernement
de la République française :

For the Government
of the Federal Republic of Germany :

Pour le Gouvernement
de la République Fédérale d'Allemagne :

Dr. Karl-Alexander HAMPE

For the Government
of the Hellenic Republic :

Pour le Gouvernement
de la République hellénique :

N. DIAMANTOPOULOS

For the Government
of the Icelandic Republic :

Pour le Gouvernement
de la République islandaise :

For the Government
of Ireland :

Pour le Gouvernement
d'Irlande :

For the Government
of the Italian Republic :

Pour le Gouvernement
de la République italienne :

For the Government
of the Principality of Liechtenstein :

Pour le Gouvernement
de la Principauté de Liechtenstein :

For the Government
of the Grand Duchy of Luxembourg :

Pour le Gouvernement
du Grand-Duché de Luxembourg :

Jean HOSTERT

For the Government
of Malta :

Pour le Gouvernement
de Malte :

For the Government
of the Kingdom of the Netherlands :

Pour le Gouvernement
du Royaume des Pays-Bas :

C. SCHNEIDER

For the Government
of the Kingdom of Norway :

Pour le Gouvernement
du Royaume de Norvège :

For the Government
of the Portuguese Republic :

Pour le Gouvernement
de la République portugaise :

J.P. BASTOS

For the Government
of the Kingdom of Spain :

Pour le Gouvernement
du Royaume de l'Espagne :

For the Government
of the Kingdom of Sweden :

Pour le Gouvernement
du Royaume de Suède :

Bertil ARVIDSON

For the Government
of the Swiss Confederation :

Pour le Gouvernement
de la Confédération suisse :

I. APELBAUM

For the Government
of the Turkish Republic :

Pour le Gouvernement
de la République turque :

For the Government
of the United Kingdom of Great Britain
and Northern Ireland :

Pour le Gouvernement
du Royaume-Uni de Grande-Bretagne
et d'Irlande du Nord :

For the Government
of Canada :

Pour le Gouvernement
du Canada :

J-Y. GRENON

For the Government
of the United States of America :

Pour le Gouvernement
des Etats Unis d'Amérique :

Robert O. HOMME

Certified a true copy of the sole original documents, in English and in French, deposited in the archives of the Council of Europe.

Copie certifiée conforme à l'exemplaire original unique en langues française et anglaise, déposé dans les archives du Conseil de l'Europe.

Strasbourg, this 25 March 1983.

Strasbourg, le 25 mars 1983.

The Director of Legal Affairs
of the Council of Europe,

Le Directeur des Affaires juridiques
du Conseil de l'Europe,



Erik HARREMOES

[SEAL]

CHILE

Marine Science

*Agreement signed at Santiago June 1, 1983;
Entered into force June 1, 1983.*

AGREEMENT BETWEEN THE HYDROGRAPHIC INSTITUTE OF
THE NAVY OF CHILE AND THE NATIONAL SCIENCE FOUNDATION
REGARDING THE MARINE SCIENTIFIC RESEARCH ACTIVITIES
OF THE R/V HERO

In Santiago on June 1, 1983, between the Hydrographic Institute of the Navy (IHA), represented by its Director, Captain Eduardo Barison Roberts; and on the other part, the National Science Foundation (NSF), represented by Mr. Wade H. B. Matthews, Charge d'Affaires of the Embassy of the United States of America at Santiago, Chile, the following has been agreed:

FIRST. The Government of the United States and the Government of Chile agree that the National Science Foundation (NSF) and the Hydrographic Institute (IHA) shall cooperate in the conduct of scientific and technological research by the R/V HERO in the 200 nautical-mile zone off the coast of Chile.

SECOND. The NSF will notify the IHA of proposed research through diplomatic channels six months in advance of the voyage. A copy of the notice will be sent simultaneously to the IHA. A detailed request will be submitted to the IHA in the manner detailed in Article 2 of Supreme Decree No. 711 of August 22, 1975, at least sixty days in advance of the voyage. This request will include plans for the involvement of Chilean scientists, as required in Supreme Decree No. 711. The form contained in Annex I of D.L. 711 will be completed and a navigation track of the scientific activities will be provided.

THIRD. IHA will forward the request to the Office of the Commander in Chief of the Navy for review. The NSF will be notified of approval, modification, or disapproval action through diplomatic channels.

FOURTH. All data and specimens collected, including film, fossils, minerals, and published materials must be shared between the NSF and IHA. The removal from the country of any material that has been collected, filmed, or recorded, and any minerals or fossil matter collected during research in Chilean canals or territorial waters, authorized in conformity with this agreement, may take place only with prior authorization from the IHA. The IHA shall inform the NSF of the terms of such authorization prior to the conduct of the research. The latter may request the advice of specialized agencies, but in any case the IHA may retain whatever research-related materials, data, or information it considers appropriate.

FIFTH. NSF will, whenever possible, include at least two Chilean scientists in each cruise in addition to the Chilean pilots or observers required by Chilean law.

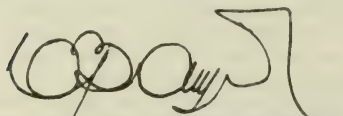
SIXTH. The two Governments shall endeavor to resolve any dispute arising between them concerning the interpretation or application of this agreement by appropriate means.

SEVENTH. This agreement does not affect or prejudice the obligations of the two Governments under other international agreements, the Antarctic Treaty,^[1] or the views of either Government concerning the Law of the Sea.

EIGHTH. This agreement shall enter into force upon signature and shall remain in force for two-year periods, unless either party notifies the other in writing of its intention to terminate the agreement at least six months prior to the expiration of a two-year period, in which case it shall terminate at the end of this period.

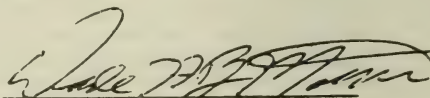
NINTH. The heads of scientific expeditions must submit a preliminary report to the IHA at the end of the cruise and a final report of the work performed to date no later than ten months after the date of their departure from Chile.

For the Hydrographic Institute
of the Navy of Chile



Captain Eduardo Barison Roberts
Director

For the National Science
Foundation of the United
States of America



Mr. Wade H. B. Matthews
Charge d'Affaires of the
Embassy of the United
States of America

¹ Done at Washington Dec. 1, 1959. TIAS 4780; 12 UST 794.

CONVENIO ENTRE EL INSTITUTO HIDROGRAFICO DE LA ARMADA DE CHILE Y LA NATIONAL SCIENCE FOUNDATION, RESPECTO A LAS ACTIVIDADES DE INVESTIGACION CIENTIFICA MARINA DEL BUQUE "HERO":

En Santiago, a 1° de junio de 1983, entre el Instituto Hidrográfico de la Armada (IHA) representado por su Director, Capitán de Navío Eduardo Barison Roberts, y por otra parte, la National Science Foundation, representada por el Sr. Wade H.B. Matthews, Encargado de Negocios a.i. de la Embajada de los Estados Unidos de América en Santiago de Chile, se ha convenido lo siguiente:

PRIMERO. El Gobierno de los Estados Unidos y el Gobierno de Chile acuerdan que la National Science Foundation (NSF) y el Instituto Hidrográfico (IHA) cooperarán en la realización de investigaciones científicas y tecnológicas por el buque de investigaciones HERO dentro de la zona de 200 millas náuticas de la costa de Chile.

SEGUNDO. La NSF notificará por vía diplomática al IHA con una anticipación de por lo menos seis meses antes de iniciarse el viaje de investigación. Una copia de la notificación será enviada simultáneamente al IHA. Una solicitud detallada será presentada al IHA según lo requerido en el Artículo 2 del Decreto Supremo No. 711 del 22 de agosto de 1975, por lo menos con 60 días de anticipación al viaje. Esta solicitud incluirá planes para la participación de científicos chilenos, según lo requerido por el Decreto Supremo No. 711. Se completará el formulario del Anexo I al D.S. 711 y se proporcionará el track de navegación para las actividades científicas.

TERCERO. El IHA enviará la solicitud a la Comandancia en Jefe para su revisión. La NSF será notificada por vía diplomática de su aprobación, modificación o desaprobación.

CUARTO. Todos los datos y especímenes que sean recogidos, incluyendo películas, fósiles, minerales y material publicado serán compartidos por la NSF y el IHA. El retiro del país de cualquier material que ha sido recogido, filmado o registrado, y cualesquiera materias fósiles o minerales recogidas durante la investigación en los canales o aguas territoriales chilenas, autorizado en conformidad con este acuerdo, puede ser efectuado solamente con la previa autorización del IHA. El IHA informará a la NSF las condiciones de tal autorización antes de efectuarse la investigación. Esta última puede solicitar la asesoría de otras agencias especializadas, pero, en todo caso, el IHA puede retener todo material, datos o información relacionados con la investigación que estime sea apropiado.

QUINTO. La NSF incluirá, cuando sea posible, por lo menos a dos científicos chilenos en cada viaje, además de los pilotos u observadores chilenos requeridos por la ley chilena.

SEXTO. Los dos Gobiernos tratarán de resolver por medios apropiados cualquiera controversia que surja entre ellos sobre la interpretación o aplicación de este convenio.

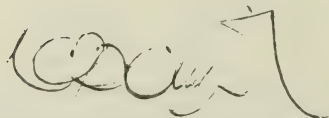
SEPTIMO. Este convenio no afecta ni perjudica las obligaciones de los dos Gobiernos según otros acuerdos internacionales, el Tratado Antártico, ni los puntos de vista de ninguno de los Gobiernos relativos a la Ley del Mar.

OCTAVO. Este convenio entrará en vigencia al ser suscrito por períodos de dos años, a menos que una de las partes notifique por escrito a la otra parte de su intención de terminar el convenio por lo menos seis meses antes de la expiración de un período de dos años, en cuyo caso terminará al final de dicho período.

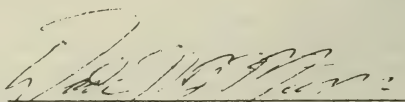
NOVENO. Los jefes de las expediciones científicas deberán entregar un informe preliminar al IHA al finalizar cada viaje y un informe final sobre el trabajo efectuado a la fecha no más de diez meses después de su partida de Chile.

Por el Instituto Hidrográfico
de la Armada de Chile

Por la National Science Foundation
de los Estados Unidos de América



Capitán Eduardo Barison Roberts
Director



Sr. Wade H.B. Matthews
Encargado de Negocios a.i. de la
Embajada de los Estados Unidos de
América

SWEDEN

Double Taxation: Estates, Inheritances and Gifts

Convention signed at Stockholm June 13, 1983;

Transmitted by the President of the United States of America to the Senate November 7, 1983 (Treaty Doc. No. 98-11, 98th Cong., 1st Sess.);

Reported favorably by the Senate Committee on Foreign Relations May 21, 1984 (S. Ex. Rept. No. 98-25, 98th Cong., 2d Sess.);

Advice and consent to ratification by the Senate June 28, 1984;

Ratified by the President July 13, 1984;

Ratified by Sweden November 24, 1983;

Ratifications exchanged at Washington September 5, 1984;

Proclaimed by the President November 14, 1984;

Entered into force September 5, 1984.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the Government of the United States of America and the Government of Sweden for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Estates, Inheritances, and Gifts was signed at Stockholm on June 13, 1983, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of June 28, 1984, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on July 13, 1984, in pursuance of the advice and consent of the Senate, and was ratified on the part of Sweden;

It is provided in Article 14 of the Convention that the Convention shall enter into force upon the exchange of instruments of ratification;

The instruments of ratification of the Convention were exchanged at Washington on September 5, 1984, and accordingly the Convention entered into force on September 5, 1984;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the end that it be observed and fulfilled with good faith on and after September 5, 1984, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL]

DONE at the city of Washington
this fourteenth day of
November in the year of
our Lord one thousand
nine hundred eighty-four
and of the Independence
of the United States of
America the two hundred
ninth.

Ronald Reagan

By the President:

George P. Shultz

Secretary of State

Convention between the Government of the United States of America and the Government of Sweden for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Estates, Inheritances, and Gifts

The Government of the United States of America and the Government of Sweden, desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates, inheritances, and gifts have agreed as follows:

Article I

Scope

1. Except as otherwise provided in this Convention, this Convention shall apply to:

a) transfers of estates of individuals whose domicile at their death was in one or both of the Contracting States;

b) transfers of property by gift of individuals whose domicile at the time of gift was in one or both of the Contracting States; and

c) generation-skipping transfers of deemed transfers whose domicile at the time of deemed transfer was in one or both of the Contracting States.

2. The Convention shall not restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded:

a) by the laws of either Contracting State; or

b) by any other agreement between the Contracting States.

3. Notwithstanding any provision of the Convention except paragraph 4 of this Article, a Contracting State may tax transfers and deemed transfers of its domiciliaries (as determined in accordance with Article 4), and by reason of citizenship may tax transfers and deemed transfers of its citizens, as if the

Avtal mellan Amerikas Förenta Staters regering och Sveriges regering för undvikande av dubbelbeskattning och förhindrande av skatteflykt beträffande skatter på kvarlåtenskap, arv och gåva

Amerikas Förenta Staters regering och Sveriges regering, vilka önskar ingå ett avtal för undvikande av dubbelbeskattning och förhindrande av skatteflykt beträffande skatter på kvarlåtenskap, arv och gåva, har kommit överens om följande:

Artikel I

Avtalets tillämpningsområde

1. Om inte annat anges i detta avtal, skall avtalet tillämpas på

a) överlåtelse på grund av dödsfall av egendom efterlämnad av fysisk person, som vid sin död hade hemvist i en avtalsslutande stat eller i båda avtalsslutande staterna;

b) överlåtelse genom gåva från fysisk person, som vid gåvotillfället hade hemvist i en avtalsslutande stat eller i båda avtalsslutande staterna; samt

c) överlåtelse med förbigående av släktled, om den som anses ha gjort överlåtelsen vid den tidpunkt då överlåtelsen anses ha ägt rum hade hemvist i en avtalsslutande stat eller i båda avtalsslutande staterna.

2. Detta avtal begränsar inte på något sätt sådant undantag från beskattningen, sådan skattebefrielse, sådant avdrag vid beskattningen, sådan avräkning av skatt eller sådan annan skattenedsättning som nu medges eller senare kommer att medges:

a) enligt lagstiftningen i endera avtalsslutande staten; eller

b) enligt annan överenskommelse mellan de avtalsslutande staterna.

3. Utan hinder av bestämmelserna i detta avtal, utom punkt 4 av denna artikel, får en avtalsslutande stat beskatta överlåtelser och överlåtelser som anses ha skett från person som enligt artikel 4 har hemvist i denna stat samt får på grund av medborgarskap beskatta överlåtelser och överlåtelser som anses ha

Convention had not come into effect. For this purpose the term "citizen" shall include a former citizen whose loss of citizenship had as one of its principal purposes the avoidance of tax (including, for this purpose, income tax), but only for a period of 10 years following such loss.

4. The provisions of paragraph 3 shall not affect:

a) the benefits conferred by a Contracting State under paragraph 7 of Article 8 or under Articles 9, 10, and 11;

b) the benefits conferred by the United States under paragraph 1 of Article 13 upon individuals who are neither citizens of, nor have immigrant status in, the United States; and

c) the benefits conferred by Sweden under paragraph 1 of Article 13 upon individuals who are not citizens of Sweden.

Article 2

Taxes covered

1. The existing taxes to which this Convention shall apply are:

a) in the United States: the Federal estate tax, the Federal gift tax, and the Federal tax on generation-skipping transfers;

b) in Sweden: the inheritance tax and the gift tax.

2. The Convention shall apply also to any identical or substantially similar taxes which are imposed by a Contracting State after the date of signature of the Convention in addition to, or in place of, the existing taxes. The competent authorities of the Contracting States shall notify each other of any substantial changes which have been made in their respective taxation laws and shall notify each other of any official published material of substantial significance concerning the application of the Convention, including explanations, regulations, rulings, and judicial decisions.

3. For the purposes of Article 10, the Convention shall apply to taxes of every kind and description imposed by a Contracting State

skett från medborgare i denna stat som avtalet inte hade gällt. Vid tillämpningen av denna bestämmelse omfattar uttrycket "medborgare" även tidigare medborgare vars uppgivande av medborgarskap hade som ett av sina huvudsakliga syften att undvika skatt (varvid inbegrips inkomstskatt), men endast under en tid av 10 år räknat från förlusten av medborgarskapet.

4. Bestämmelserna i punkt 3 påverkar inte

a) de förmåner en avtalslutande stat medger enligt artikel 8 punkt 7 eller enligt artiklarna 9, 10 och 11;

b) de förmåner som Förenta Staterna enligt artikel 13 punkt 1 medger fysiska personer som varken är medborgare i eller har ställning som invandrare i Förenta Staterna; samt

c) de förmåner som Sverige enligt artikel 13 punkt 1 medger fysiska personer som inte är svenska medborgare.

Artikel 2

Skatter som omfattas av avtalet

1. De för närvarande utgående skatter, på vilka avtalet tillämpas, är:

a) i Förenta Staterna: den federala kvarlästenskapskatten, den federala gåvoskatten och den federala skatten på överlåtelse med förbigående av släktled;

b) i Sverige: arvskatten och gåvoskatten.

2. Avtalet tillämpas även på skatter av samma eller i huvudsak likartat slag, som efter undertecknandet av avtalet påförs vid sidan av eller i stället för de för närvarande utgående skatterna. De behöriga myndigheterna i de avtalslutande staterna skall meddela varandra de väsentliga ändringar som vidtagits i respektive skattelagstiftning och skall underrätta varandra om officiellt publicerat material av väsentlig betydelse som avser avtalets tillämpning, däri inbegripet förklaringar, föreskrifter, domstolsutslag och andra rättsliga avgöranden.

3. Vid tillämpningen av artikel 10 omfattar avtalet skatter av varje slag och beskaffenhet som påförs av en avtalslutande stat, dess

or a political subdivision or local authority thereof. For the purpose of Article 12, the Convention shall apply to taxes of every kind imposed by a Contracting State.

Article 3

General definitions

1. For the purposes of this Convention, unless the context otherwise requires:

a) the term "United States" means the United States of America, but does not include Puerto Rico, the Virgin Islands, Guam, or any other United States possession or territory. Such term also includes the territorial sea thereof and the seabed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the territorial sea, over which the United States of America exercises sovereign rights, in accordance with international law, for the purpose of exploration for and exploitation of the natural resources of such areas.

b) the term "Sweden" means the Kingdom of Sweden and includes any area outside the territorial sea of Sweden within which the laws of Sweden and in accordance with international law the rights of Sweden with respect to the exploration for and exploitation of the natural resources on the seabed or in its subsoil may be exercised;

c) the terms "a Contracting State" and "the other Contracting State" mean the United States or Sweden, as the context requires;

d) the term "international traffic" means any transport by a ship or aircraft, except when such transport is solely between places in the other Contracting State; and

e) the term "competent authority" means:

- i) in the United States, the Secretary of the Treasury or his delegate, and

- ii) in Sweden, the Minister of Finance or his authorized representative.

2. As regards the application of the Convention by a Contracting State, any term not defined therein shall, unless the context otherwise requires and subject to the provi-

politiska underavdelningar eller lokala myndigheter. Vid tillämpningen av artikel 12 omfattar avtalet skatter av varje slag som påförs av en avtalsslutande stat.

Artikel 3

Allmänna definitioner

1. Om inte sammanhanget föranleder annat, har vid tillämpningen av detta avtal följande uttryck nedan angiven betydelse:

a) "Förenta Staterna" åsyftar Amerikas Förenta Stater, men inbegriper inte Puerto Rico, Jungfruöarna, Guam eller annan besittning eller annat område som tillhör Förenta Staterna. Uttrycket inbegriper även Förenta Staternas territorialvatten samt havsbotten och dennas underlag av de till Förenta Staternas kust gränsande områden under vattnet, som är belägna utanför territorialvattnet, över vilka Amerikas Förenta Stater i överensstämmelse med folkrättens allmänna regler utövar oinskränkt rätt med avseende på utforskandet och utnyttjandet av områdets naturtillgångar;

b) "Sverige" åsyftar Konungariket Sverige och inbegriper varje utanför Sveriges territorialvatten beläget område, inom vilket Sverige enligt svensk lag och i överensstämmelse med folkrättens allmänna regler äger utöva sina rättigheter med avseende på utforskandet och utnyttjandet av naturtillgångarna på havsbotten eller i dennas underlag;

c) "en avtalsslutande stat" och "den andra avtalsslutande staten" åsyftar Förenta Staterna eller Sverige, beroende på sammanhanget;

d) "internationell trafik" åsyftar transport med skepp eller luftfartyg, utom då sådan transport sker uteslutande mellan platser i den andra avtalsslutande staten; och

e) "behörig myndighet" åsyftar:

- 1) i Förenta Staterna: "the Secretary of the Treasury" eller dennes befullmäktigade ombud;

- 2) i Sverige: finansministern eller dennes befullmäktigade ombud.

2. Då en avtalsslutande stat tillämpar avtalet anses, såvida inte sammanhanget eller bestämmelserna i artikel 11 föranleder annat, varje uttryck, som inte definierats i avtalet,

sions of Article 11, have the meaning which it has under the laws of that State concerning the taxes to which the Convention applies.

Article 4

Fiscal domicile

1. For the purposes of this Convention, an individual has a domicile:

a) in the United States, if he is a resident or citizen thereof under United States law;

b) in Sweden, if he is a resident or citizen thereof under Swedish law.

2. Where by reason of the provisions of paragraph 1 an individual is domiciled in both Contracting States, then, subject to the provisions of paragraph 3, his status shall be determined as follows:

a) the individual shall be deemed to be domiciled in the Contracting State in which he has a permanent home available; if such individual has a permanent home available in both Contracting States, he shall be deemed to be domiciled in the Contracting State with which his personal and economic relations are closer (center of vital interests);

b) if the Contracting State in which the individual has his center of vital interests cannot be determined, or if he has no permanent home available in either Contracting State, he shall be deemed to be domiciled in the Contracting State in which he has an habitual abode;

c) if the individual has an habitual abode in both Contracting States or in neither of them, his domicile shall be deemed to be in the Contracting State of which he is a citizen;

d) if the individual is a citizen of both Contracting States or of neither of them, the competent authorities of the Contracting States shall settle the question by mutual agreement.

3. Where an individual is:

a) a citizen of one Contracting State, but not the other Contracting State,

b) within the meaning of paragraph 1 domiciled in both Contracting States, and

c) within the meaning of paragraph 1 domiciled in the other Contracting State in the

ha den betydelse som uttrycket har enligt den statens lagstiftning i fråga om sådana skatter på vilka avtalet tillämpas.

Artikel 4

Hemvist

1. Vid tillämpningen av detta avtal har fysisk person hemvist

a) i Förenta Staterna, om han är bosatt eller är medborgare i Förenta Staterna enligt lagstiftningen i Förenta Staterna;

b) i Sverige, om han är bosatt eller är medborgare i Sverige enligt svensk lag.

2. Då på grund av bestämmelserna i punkt 1 fysisk person har hemvist i båda avtalsslutande staterna, bestäms, om inte bestämmelserna i punkt 3 föranleder annat, hans hemvist på följande sätt:

a) Han anses ha hemvist i den avtalsslutande stat där han har en bostad som stadigvarande står till hans förfogande; om han har en sådan bostad i båda avtalsslutande staterna, anses han ha hemvist i den avtalsslutande stat med vilken hans personliga och ekonomiska förbindelser är starkast (centrum för levnadsintressena);

b) om det inte kan avgöras i vilken avtalsslutande stat han har centrum för sina levnadsintressen eller om han inte i någondera avtalsslutande staten har en bostad som stadigvarande står till hans förfogande, anses han ha hemvist i den avtalsslutande stat där han vistas stadigvarande;

c) om han vistas stadigvarande i båda avtalsslutande staterna eller om han inte vistas stadigvarande i någon av dem, anses han ha hemvist i den avtalsslutande stat där han är medborgare;

d) om han är medborgare i båda avtalsslutande staterna eller om han inte är medborgare i någon av dem, avgör de behöriga myndigheterna i de avtalsslutande staterna frågan genom ömsesidig överenskommelse.

3. I fall då en fysisk person är

a) medborgare i en avtalsslutande stat men inte i den andra avtalsslutande staten, och

b) enligt punkt 1 har hemvist i båda avtalsslutande staterna, samt

c) enligt punkt 1 har haft hemvist i den andra avtalsslutande staten sammanlagt

aggregate less than 5 years (including periods of temporary absence) during the preceding 7-year period.

then his domicile shall be deemed, notwithstanding the provisions of paragraph 2, to be in the Contracting State of which he is a citizen.

4. An individual who, at the time of his death or the making of a gift or deemed transfer, was a resident of a possession of the United States and who had become a citizen of the United States solely by reason of (a) being a citizen of a possession, or (b) birth or residence within a possession, shall be considered as having been neither domiciled in nor a citizen of the United States at that time for the purposes of the Convention.

Article 5

Real property

1. Transfers and deemed transfers by an individual domiciled in a Contracting State of real property which is situated in the other Contracting State may be taxed in that other State.

2. The term "real property" shall have the meaning which it has under the law of the State in which the property in question is situated. The term shall in any case include property accessory to real property, livestock and equipment used in agriculture and forestry, rights to which the provisions of general law respecting landed property apply, usufruct of real property, and rights to variable or fixed payments as consideration for the working of, or the right to work, mineral deposits, sources, and other natural resources; ships, boats, and aircraft shall not be regarded as real property.

Article 6

Business property of a permanent establishment and assets pertaining to a fixed base used for the performance of independent personal services

1. Except for real property as defined in paragraph 2 of Article 5, transfers and deemed transfers by an individual domiciled in a Contracting State of assets (other than

mindre än fem år (därin inbegripet perioder av tillfällig frånvaro) under den föregående sjuårsperioden,

skall han, utan hinder av bestämmelserna i punkt 2, anses ha hemvist i den avtalsslutande stat i vilken han är medborgare.

4. En fysisk person, som vid dödsfallet, gåvotillfället eller då överlåtelse anses ha skett hade hemvist i någon av Förenta Staternas besittningar och som blivit medborgare i Förenta Staterna uteslutande på grund av att han a) var medborgare i en besittning eller b) är född eller hade haft hemvist i en besittning, anses inte vid tillämpningen av avtalet ha haft hemvist eller ha varit medborgare i Förenta Staterna vid denna tidpunkt.

Artikel 5

Fast egendom

1. Överlåtelse eller överlåtelse som anses ha skett från fysisk person med hemvist i en avtalsslutande stat av fast egendom belägen i den andra avtalsslutande staten får beskattas i denna andra stat.

2. Uttrycket "fast egendom" har den betydelse som uttrycket har enligt lagstiftningen i den avtalsslutande stat där egendomen är belägen. Uttrycket inbegriper dock alltid tillhör till fast egendom, levande och döda inventarier i lantbruk och skogsbruk, rättigheter på vilka bestämmelserna i privaträtten om fast egendom tillämpas, nyttjanderätt till fast egendom samt rätt till föränderliga eller fasta ersättningar för nyttjandet av eller rätten att nyttja mineralförekomst, källa eller annan naturtillgång. Skepp, båtar och luftfartyg anses inte vara fast egendom.

Artikel 6

Rörelsetillgångar nedlagda i fast driftställe och tillgångar hänförliga till stadigvarande anordning för utövande av självständig yrkesverksamhet

1. Med undantag för sådan fast egendom som anges i artikel 5 punkt 2, får överlåtelser och överlåtelser som anses ha skett från fysisk person med hemvist i en avtalsslutande

ships and aircraft used in international traffic and movable property, including containers, pertaining to the operation of such ships and aircraft), forming part of the business property of a permanent establishment situated in the other Contracting State may be taxed in that other State.

2. For the purposes of this Convention, the term "permanent establishment" means a fixed place of business through which the business of an enterprise is wholly or partly carried on.

3. The term "permanent establishment" shall include especially:

- a) a place of management;
- b) a branch;
- c) an office;
- d) a factory;
- e) a workshop; and

f) a mine, oil or gas well, quarry, or any other place of extraction of natural resources.

4. A building site or construction or installation project, or an installation or drilling rig or ship being used for the exploration or development of natural resources, constitutes a permanent establishment in a Contracting State only if it has remained in that State more than 12 months.

5. Notwithstanding the preceding provisions of this Article, the term "permanent establishment" shall be deemed not to include:

- a) the use of facilities solely for the purpose of storage, display, or delivery of goods or merchandise belonging to an enterprise;
- b) the maintenance of a stock of goods or merchandise belonging to an enterprise solely for the purpose of storage, display, or delivery;
- c) the maintenance of a stock of goods or merchandise belonging to an enterprise solely for the purpose of processing by another enterprise;
- d) the maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise, or of collecting information, for an enterprise;
- e) the maintenance of a fixed place of busi-

tande stat av egendom (andra än skepp och luftfartyg, som används i internationell trafik och lös egendom, containers härn inbegripna, som är hänförlig till användningen av sådana skepp och luftfartyg) som utgör del av rörelsetillgångarna i fast driftställe beläget i den andra avtalslutande staten, beskattas i denna andra stat.

2. Vid tillämpningen av detta avtal åsyftar uttrycket "fast driftställe" en stadigvarande plats för affärsverksamhet, från vilken ett företags verksamhet helt eller delvis bedrivs.

3. Uttrycket "fast driftställe" innefattar särskilt:

- a) plats för företagsledning;
- b) filial;
- c) kontor;
- d) fabrik;
- e) verkstad; och

f) gruva, olje- eller gaskälla, stenbrott eller annan plats för utvinning av naturtillgångar.

4. Plats för byggnads-, anläggnings- eller installationsverksamhet samt en installations- eller oljeborrplattform eller ett skepp, som används för utforskandet eller utvinningen av naturtillgångar, utgör fast driftställe i en avtalslutande stat endast om verksamheten pågår i denna stat under mer än tolv månader.

5. Utan hinder av föregående bestämmelser i denna artikel anses uttrycket "fast driftställe" inte innefatta:

- a) användningen av anordningar uteslutande för lagring, utställning eller utlämnande av företaget tillhöriga varor;
- b) innehavet av ett företaget tillhörigt varulager uteslutande för lagring, utställning eller utlämnande;
- c) innehavet av ett företaget tillhörigt varulager uteslutande för bearbetning eller förädling genom annat företags försorg;
- d) innehavet av stadigvarande plats för affärsverksamhet uteslutande för inköp av varor eller inhamtande av upplysningar för ett företag;
- e) innehavet av stadigvarande plats för af-

ness solely for the purpose of carrying on, for an enterprise, any other activity of a preparatory or auxiliary character:

(f) the maintenance of a fixed place of business solely for any combination of the activities mentioned in subparagraphs a) to e).

6. Except for real property as defined in paragraph 2 of Article 5, transfers and deemed transfers of assets by an individual domiciled in a Contracting State pertaining to a fixed base situated in the other Contracting State and used for the performance of independent personal services, may be taxed in that other State.

Article 7

Property not expressly mentioned

1. Transfers and deemed transfers by an individual domiciled in a Contracting State of property other than property referred to in Articles 5 and 6 shall be taxable only in that State.

2. If the law of a Contracting State treats a property right as property described in Article 5 or 6, but the law of the other Contracting State treats that right as an interest in a partnership or trust governed by paragraph 1, the nature of that right shall be determined by the law of the Contracting State in which the transferor or deemed transferor is not domiciled.

Article 8

Deductions and exemptions

1. Debts incurred for the purposes of the acquisition, conversion, repair, or upkeep of property referred to in Article 5, shall be deducted from the value of that property.

2. Subject to paragraph 1, debts pertaining to a permanent establishment referred to in paragraph 1 of Article 6, or to a fixed base referred to in paragraph 6 of Article 6, shall be deducted from the value of the permanent

färsverksamhet uteslutande för att för ett företag bedriva annan verksamhet av förberedande eller biträdande art:

(f) innehavet av stadigvarande plats för affärsverksamhet uteslutande för att kombinera verksamheter som anges i punkterna a) – e).

6. Med undantag för sådan fast egendom som anges i artikel 5 punkt 2, får överlåtelser och överlåtelse som anses ha skett från fysisk person med hemvist i en avtalsslutande stat av tillgångar, som är hänförliga till stadigvarande anordning i den andra avtalsslutande staten och som används för utövande av självständig yrkesverksamhet, beskattas i denna andra stat.

Artikel 7

Egendom som inte uttryckligen nämnts

1. Överlåtelser och överlåtelse som anses ha skett av annan egendom än sådan som avses i artiklarna 5 och 6 från fysisk person med hemvist i en avtalsslutande stat beskattas endast i denna stat.

2. Om rättighet till eller andel i egendom enligt lagstiftningen i en avtalsslutande stat behandlas som sådan egendom som anges i artikel 5 eller 6 men denna rättighet eller andel enligt lagstiftningen i den andra avtalsslutande staten behandlas som andel i handelsbolag, enkelt bolag eller trust varpå punkt 1 skall tillämpas, skall rättighetens eller andelens beskaffenhet bestämmas enligt lagstiftningen i den avtalsslutande stat där den person som överlåtit eller anses ha överlåtit rättigheten eller andelen inte har hemvist.

Artikel 8

Avdrag och skattebefrielse

1. Skulder som uppkommit för förvärv, ombyggnad, reparation eller underhåll av sådan egendom som avses i artikel 5 dras av från värdet av denna egendom.

2. Om inte punkt 1 föranleder annat, skall skulder, som är hänförliga till ett sådant fast driftställe som anges i artikel 6 punkt 1 eller till en sådan stadigvarande anordning som anges i artikel 6 punkt 6, dras av från värdet

establishment or the fixed base as the case may be.

3. If a debt exceeds the value of the property from which it is deductible in a Contracting State, according to paragraph 1 or 2, the excess shall be deducted from the value of any other property taxable in that State.

4. Other debts shall be deducted from the value of property to which paragraph 1 of Article 7 applies.

5. Any excess still remaining in a Contracting State after the deductions referred to in paragraph 3 or 4 shall be deducted from the value of the property liable to tax in the other Contracting State.

6. Notwithstanding the provisions of paragraph 2 of Article 1, if any debt is deducted in accordance with the provisions of this Article, no deduction shall be allowed for any debt pursuant to a law of the United States providing for a different allocation.

7. The transfer or deemed transfer of property to or for the use of a corporation or organization of one Contracting State organized and operated exclusively for religious, charitable, scientific, or educational purposes shall be exempt from tax by the other Contracting State if and to the extent that such transfer:

a) is exempt from tax in the first-mentioned Contracting State; and

b) would be exempt from tax in the other Contracting State if it were made to a similar corporation or organization of that other State.

8. The tax of the United States with respect to the transfer of property (other than community property) which is transferred by an individual domiciled in Sweden to his or her spouse shall be determined as follows:

a) such property shall be included in the taxable base only to the extent that the value of the property exceeds 50 per cent of the value of all property (after taking into account any applicable deductions) whose transfer may, under this Convention, be taxed by the United States; and

b) the tax shall be computed by applying

av det fasta driftstället respektive den stadigvarande anordningen.

3. Om skuld överstiger värdet av egendom från vilket den skall dras i en avtalsslutande stat enligt punkt 1 eller 2, dras överskjutande belopp av från värdet av övrig egendom som får beskattas i denna stat.

4. Andra skulder dras av från värdet av egendom på vilken artikel 7 punkt 1 tillämpas.

5. Skuldöverskott som uppkommit i en avtalsslutande stat efter avdrag som avses i punkt 3 eller 4 dras av från värdet av den egendom som är skattepliktig i den andra avtalsslutande staten.

6. Utan hinder av bestämmelserna i artikel 1 punkt 2 gäller att, om skuld dragits av i enlighet med bestämmelserna i denna artikel, avdrag för skuld inte medges enligt lagstiftning i Förenta Staterna som föreskriver annan fördelning.

7. Överlåtelse eller överlåtelse som anses ha skett av egendom till sammanslutning eller organisation i en avtalsslutande stat, som bildats och bedrivs uteslutande för religiösa, välgörande, vetenskapliga eller utbildningsfrämjande ändamål eller för att användas av sådan sammanslutning eller organisation, skall vara undantagen från beskattning i den andra avtalsslutande staten om och i den mån en sådan överlåtelse

a) är undantagen från beskattning i den förstnämnda avtalsslutande staten; och

b) skulle ha varit undantagen från beskattning i den andra avtalsslutande staten, om överlåtelsen gjorts till liknande sammanslutning eller organisation i denna andra stat.

8. Den skatt som skall utgå i Förenta Staterna på grund av överlåtelse av egendom (med undantag av "community property") från fysisk person med hemvist i Sverige till dennes maka eller make skall beräknas på följande sätt:

a) Sådan egendom skall ingå i beskattningsunderlaget endast i den mån värdet av egendomen överstiger 50 procent av värdet av all egendom (sedan hansyn tagits till tillämpliga avdrag) vars överlåtelse enligt detta avtal får beskattas i Förenta Staterna; och

b) skatten skall beräknas med tillämpning

the tax rates applicable to an individual domiciled in the United States.

9. Where property passes to a spouse from a deceased person who was domiciled in or a national of the United States and the property rights of the spouse are not regulated by Swedish general law regarding matrimonial property, then Swedish tax on such property shall, if the surviving spouse so requests, be assessed as if the provisions of Swedish law regulating matrimonial property rights were applicable to such property.

Article 9

Relief from double taxation

1. Where the United States imposes tax by reason of an individual's domicile or citizenship, double taxation shall be avoided in the following manner:

a) where Sweden imposes tax with respect to the transfer or deemed transfer of property in accordance with Article 5 or 6, the United States shall allow as a credit against the tax calculated according to its law with respect to such transfer or deemed transfer an amount equal to the tax paid to Sweden with respect to such transfer or deemed transfer;

b) if the individual was a citizen of the United States and was domiciled in Sweden at the date of his death, gift, or deemed transfer, then the United States shall allow as a credit against the tax calculated according to its law with respect to the transfer or deemed transfer of property (other than property whose transfer or deemed transfer the United States may tax in accordance with Article 5 or 6) an amount equal to the tax paid to Sweden with respect to such transfer or deemed transfer. This subparagraph shall not apply to a former United States citizen whose loss of citizenship had as one of its principal purposes the avoidance of United States tax (including, for this purpose, income tax).

av de skattesatser som gäller för en fysisk person med hemvist i Förenta Staterna.

9. I fall då egendom tillfaller make från avlidne person som hade hemvist i eller var medborgare i Förenta Staterna samt makens egendomsförhållanden inte regleras av svensk allmän lag i fråga om giftorättsgods skall svensk skatt på sådan egendom, om den efterlevande maken begär detta, beräknas som om de bestämmelser i svensk lag som reglerar giftorättsgods vore tillämpliga på sådan egendom.

Artikel 9

Undanröjande av dubbelbeskattning

1. I fall då Förenta Staterna påför skatt på grund av en fysisk persons hemvist eller medborgarskap, undviks dubbelbeskattning på följande sätt:

a) Då Sverige påför skatt enligt artikel 5 eller 6 på grund av att egendom överlåtits eller anses ha överlåtits, skall Förenta Staterna från den skatt som enligt dess lagstiftning beräknats på grund av överlåtelsen eller den överlåtelse som anses ha skett medge avräkning med belopp motsvarande den skatt som erlagts i Sverige på grund av överlåtelsen eller den överlåtelse som anses ha skett.

b) Om den fysiska personen var medborgare i Förenta Staterna och hade hemvist i Sverige vid dödsfallet, gåvotillfället eller då överlåtelsen anses ha skett, skall Förenta Staterna från den skatt som enligt dess lagstiftning beräknats på grund av att egendom överlåtits eller anses ha överlåtits (utom sådan egendom som överlåtits eller anses ha överlåtits och som Förenta Staterna får beskatta enligt bestämmelserna i artiklarna 5 och 6) medge avräkning med belopp motsvarande den skatt som erlagts i Sverige på grund av överlåtelsen eller den överlåtelse som anses ha skett. Denna bestämmelse tillämpas inte på den som tidigare varit medborgare i Förenta Staterna och vars uppgivande av medborgarskapet hade som ett av sina huvudsakliga syften att undvika skatt (varvid inbegrips inkomstskatt).

2. Where Sweden imposes tax by reason of an individual's domicile or citizenship, double taxation shall be avoided in the following manner:

a) where the United States imposes tax with respect to the transfer or deemed transfer of property in accordance with Article 5 or 6, Sweden shall allow as a credit against the tax calculated according to its law with respect to such transfer or deemed transfer an amount equal to the tax paid to the United States with respect to such transfer or deemed transfer;

b) if the individual was domiciled in the United States at the date of his death, gift, or deemed transfer, then Sweden shall allow as a credit against the tax calculated according to its law with respect to the transfer or deemed transfer of property (other than property which Sweden may tax in accordance with Article 5 or 6) an amount equal to the tax paid to the United States with respect to such transfer or deemed transfer.

3. If a Contracting State imposes tax upon the transfer of an estate, the credit allowed under paragraph 1 or 2 shall include credit for any tax imposed by the other Contracting State upon a prior transfer or deemed transfer of property by the decedent if such property is included in the estate.

4. The credit allowed by a Contracting State under paragraph 1 or 2 shall not be reduced by any credit allowed by the other Contracting State for taxes paid upon prior transfers or deemed transfers.

5. The credit allowed by a Contracting State according to paragraphs 1, 2, 3, and 4 shall include credit for taxes paid to political subdivisions of the other Contracting State to the extent that such taxes are allowed as credits by that other State.

6. Any credit allowed under paragraph 1 or 2 shall not exceed the part of the tax of a Contracting State, as computed before the credit is given, which is attributable to the

2. I fall då Sverige påför skatt på grund av en fysisk persons hemvist eller medborgarskap, undviks dubbelbeskattning på följande sätt:

a) Då Förenta Staterna påför skatt enligt artikel 5 eller 6 på grund av att egendom överlåtits eller anses ha överlåtits, skall Sverige från den skatt som enligt dess lagstiftning beräknats på grund av överlåtelsen eller den överlåtelse som anses ha skett medge avräkning med belopp motsvarande den skatt som erlagts i Förenta Staterna på grund av överlåtelsen eller den överlåtelse som anses ha skett.

b) Om den fysiska personen hade hemvist i Förenta Staterna vid dödsfallet, gåvotillfället eller då överlåtelsen anses ha skett, skall Sverige från den skatt som enligt dess lagstiftning beräknats på grund av att egendom överlåtits eller anses ha överlåtits (utom sådan egendom som överlåtits eller anses ha överlåtits och som Sverige får beskatta enligt bestämmelserna i artiklarna 5 och 6) medge avräkning med belopp motsvarande den skatt som erlagts i Förenta Staterna med anledning av överlåtelsen eller den överlåtelse som anses ha skett.

3. I fall då en avtalsslutande stat påför skatt vid överlåtelse av kvarlåtenskap skall den avräkning som medges enligt punkt 1 eller 2 innefatta avräkning för skatt som den andra avtalsslutande staten påfört på grund av att den avlidne tidigare överlätit eller anses ha överlätit egendom, om egendomen ingår i kvarlåtenskapen.

4. Avräkning som en avtalsslutande stat medger enligt punkt 1 eller 2 skall inte nedsättas på grund av att avräkning medgivits av den andra avtalsslutande staten för skatt som erlagts på grund av tidigare överlåtelse eller överlåtelse som anses ha skett.

5. Avräkning som en avtalsslutande stat medger enligt punkterna 1, 2, 3 och 4 skall omfatta avräkning för skatter som betalats till politiska underavdelningar i den andra avtalsslutande staten i den mån sådana skatter får avräknas i denna andra stat.

6. Belopp med vilket avräkning medges enligt punkt 1 eller 2 skall inte överstiga den del av skatten i en avtalsslutande stat, beräknad utan sådan avräkning, som belöper på

transfer or deemed transfer of property in respect of which a credit is allowable under such paragraphs.

7. Any claim for credit or for refund of tax founded on the provisions of the present Convention shall be made within six years from the date of the event giving rise to liability to tax or, where later, within one year from the last date on which tax for which credit is given is due. The competent authority may, in appropriate circumstances, extend this time limit where the final determination of the taxes which are the subject of the claim for credit is delayed.

Article 10

Non-discrimination

1. Citizens of a Contracting State, wherever they are resident, shall not be subjected in the other Contracting State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which citizens of that other State in the same circumstances are or may be subjected. However:

a) for purposes of United States taxation, United States citizens who are not residents of the United States are not in the same circumstances as citizens of Sweden who are not residents of the United States; and

b) for purposes of Swedish taxation, Swedish citizens who are not residents of Sweden are not in the same circumstances as citizens of the United States who are not residents of Sweden.

2. The taxation with respect to a permanent establishment which a resident of a Contracting State has in the other Contracting State shall not be less favorably levied in that other State than the taxation levied with respect to residents of that other State carrying on the same activities. This provision shall not be construed as obliging a Contracting State to grant to residents of the other Contracting State any personal allowances, reliefs, and reductions for taxation purposes on account of civil status or family responsibility.

den överlåtelse eller den överlåtelse som anses ha skett av egendom beträffande vilka avräkning får medges enligt dessa punkter.

7. Framställning om avräkning eller återbetalning av skatt på grund av bestämmelserna i detta avtal skall göras inom sex år från tidpunkten för den händelse som föranledde skattskyldighet eller inom ett år från den sista dagen då skatt för vilken avräkning medges förfaller till betalning, om sistnämnda tidpunkt inträffar senare. Behörig myndighet kan, om omständigheterna föranleder därtill, utsträcka denna tidsgräns i fall då slutligt fastställande av den skatt som framställningen avser har fördröjts.

Artikel 10

Förbud mot diskriminering

1. Medborgare i en avtalssslutande stat, var han än har hemvist, skall inte i den andra avtalssslutande staten bli föremål för beskattning eller därmed sammanhängande krav som är av annat slag eller mer tyngande än den beskattning och därmed sammanhängande krav som medborgare i denna andra stat under samma förhållanden är eller kan bli underkastad. Därvid gäller emellertid

a) vid beskattning i Förenta Staterna, att medborgare i Förenta Staterna som inte har hemvist i Förenta Staterna inte anses vara i samma situation som medborgare i Sverige som inte har hemvist i Förenta Staterna; och

b) vid beskattning i Sverige, att svensk medborgare som inte har hemvist i Sverige inte anses vara i samma situation som medborgare i Förenta Staterna som inte har hemvist i Sverige.

2. Beskattningen av fast driftställe, som person med hemvist i en avtalssslutande stat har i den andra avtalssslutande staten, skall i denna andra stat inte vara mindre fördelaktig än beskattningen av personer med hemvist i denna andra stat, som bedriver verksamhet av samma slag. Denna bestämmelse anses inte medföra skyldighet för en avtalssslutande stat att medge person med hemvist i den andra avtalssslutande staten sådant personligt avdrag vid beskattningen, sådan skattebefrysning eller skattenedsättning på grund av civilstånd

ties which it grants to its own residents.

3. Entities of a Contracting State, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which other similar entities of the first-mentioned State are or may be subjected.

4. The provisions of this Article shall apply to taxes of every kind and description imposed by a Contracting State or a political subdivision or local authority thereof.

Article 11

Mutual agreement procedure

1. Where a person considers that the actions of one or both of the Contracting States result or will result for him in taxation not in accordance with the provisions of this Convention, he may, irrespective of the remedies provided by the domestic laws of those States, present his case to the competent authority of the Contracting State of which he is a resident or citizen. Such presentation must be made within one year after a claim under the Convention for exemption, credit, or refund has been finally settled or rejected.

2. The competent authority to which a case is presented shall endeavor, if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Contracting State, with a view to the avoidance of taxation not in accordance with the Convention. Any agreement reached shall be implemented notwithstanding any time limits or other procedural limitations in the domestic law of the Contracting States.

3. The competent authorities of the Contracting States shall endeavor to resolve by

eller försörjningsplikt mot familj som medges personen med hemvist i den egna staten.

3. Sammanslutning i en avtalsslutande stat, vars kapital helt eller delvis ägs eller kontrolleras, direkt eller indirekt, av en eller flera personer med hemvist i den andra avtalsslutande staten, skall inte i den förstnämnda staten bli föremål för beskattning eller därmed sammanhängande krav som är av annat slag eller mer tyngande än den beskattning och därmed sammanhängande krav som andra liknande sammanslutningar i den förstnämnda staten är eller kan bli underkastade.

4. Bestämmelserna i denna artikel tillämpas på skatter av varje slag och beskaffenhet som påförs av en avtalsslutande stat, dess politiska underavdelningar eller lokala myndigheter.

Artikel 11

Förfarandet vid ömsesidig överenskommelse

1. Om en person anser att en avtalsslutande stat eller båda avtalsslutande staterna vidtagit åtgärder som för honom medför eller kommer att medföra beskattning som strider mot bestämmelserna i detta avtal, kan han, utan att detta påverkar hans rätt att använda sig av de rättsmedel som finns i dessa staters interna rättsordning, framlägga saken för den behöriga myndigheten i den avtalsslutande stat där han har hemvist eller är medborgare. Saken skall framläggas inom ett år efter den tidpunkt då framställning enligt avtalet om skattebefrielse, avräkning eller återbetalning av skatt blivit slutligt behandlad eller avslutad.

2. Om den behöriga myndigheten till vilken framställningen görs finner invändningen grundad men inte själv kan få till stånd en tillfredsställande lösning, skall myndigheten söka lösa frågan genom ömsesidig överenskommelse med den behöriga myndigheten i den andra avtalsslutande staten i syfte att undvika beskattning som strider mot avtalet. Överenskommelse som träffas genomförs utan hinder av tidsgränser eller andra processuella begränsningar i de avtalsslutande staternas interna lagstiftning.

3. De behöriga myndigheterna i de avtalsslutande staterna skall genom ömsesidig

mutual agreement any difficulties or doubts arising as to the interpretation or application of the Convention.

4. The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs.

Article 12

Exchange of information

1. The competent authorities of the Contracting States shall exchange such information as is necessary for carrying out the provisions of this Convention or of the domestic laws of the Contracting States concerning the taxes covered by the Convention insofar as the taxation thereunder is not contrary to the Convention. The exchange of information is not restricted by Article 1. Any information received by a Contracting State shall be treated as secret in the same manner as information obtained under the domestic laws of that State and shall be disclosed only to persons or authorities (including courts and administrative bodies) involved in the administration, assessment, or collection of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, the taxes covered by the Convention. Such persons or authorities shall use the information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions.

2. In no case shall the provisions of paragraph 1 be construed so as to impose on a Contracting State the obligation:

a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting State;

b) to supply information which is not obtainable under the laws or in the normal course of the administration of that or of the other Contracting State; or

c) to supply information which would disclose any trade, business, industrial, commercial, or professional secret or trade process, or information the disclosure of which

överenskommelse söka avgöra svårigheter eller tvivelsmål som uppkommer i fråga om tolkningen eller tillämpningen av avtalet.

4. De behöriga myndigheterna kan träda i direkt förbindelse med varandra i syfte att träffa överenskommelse i de fall som angivits i föregående punkter.

Artikel 12

Utbyte av upplysningar

1. De behöriga myndigheterna i de avtalsslutande staterna skall utbyta sådana upplysningar som är nödvändiga för att tillämpa bestämmelserna i detta avtal eller i de avtalsslutande staternas interna lagstiftning i fråga om skatter som omfattas av avtalet i den mån beskattningen enligt denna lagstiftning inte strider mot avtalet. Utbytet av upplysningar begränsas inte av artikel 1. Upplysningar som en avtalsslutande stat mottagit skall behandlas såsom hemliga på samma sätt som upplysningar som erhållits enligt den interna lagstiftningen i denna stat och får yppas endast för personer eller myndigheter (där inbegripna domstolar och förvaltningsorgan) som handlägger, fastställer, uppbär eller indriver de skatter som omfattas av avtalet eller handlägger åtal eller besvär i fråga om dessa skatter. Dessa personer eller myndigheter skall använda upplysningarna endast för sådana ändamål. De får yppa upplysningarna vid offentlig rättegång eller i domstolsavgöranden.

2. Bestämmelserna i punkt 1 anses inte medföra skyldighet för en avtalsslutande stat att:

a) vidta förvaltningsåtgärder som avviker från lagstiftning och administrativ praxis i denna avtalsslutande stat eller i den andra avtalsslutande staten;

b) lämna upplysningar som inte är tillgängliga enligt lagstiftning eller sedvanlig administrativ praxis i denna avtalsslutande stat eller i den andra avtalsslutande staten; eller

c) lämna upplysningar som skulle röja afärshemlighet, industri-, handels- eller yrkeshemlighet eller i näringsverksamhet nyttjat förfaringsätt eller upplysningar, vilkas över-

would be contrary to public policy.

3. If information is requested by a Contracting State in accordance with this Article, the other Contracting State shall obtain the information to which the request relates in the same manner and to the same extent as if the tax of the first-mentioned State were the tax of that other State and were being imposed by that other State. If specifically requested by the competent authority of a Contracting State, the competent authority of the other Contracting State shall provide information under this Article in the form of depositions of witnesses and authenticated copies of unedited original documents (including books, papers, statements, records, accounts, or writings), to the same extent such depositions and documents can be obtained under the laws and administrative practices of such other State with respect to its own taxes.

4. For the purposes of this Article, the Convention shall apply to taxes of every kind imposed by a Contracting State.

Article 13

Diplomatic agents and consular officers

1. Nothing in this Convention shall affect the fiscal privileges of diplomatic agents or consular officers under the general rules of international law or under the provisions of special agreements.

2. The Convention shall not apply to officials of international organizations or members of a diplomatic or consular mission of a third State, established in a Contracting State and not treated as domiciled in either Contracting State in respect of taxes on estates, inheritances, gifts, or generation-skipping transfers as the case may be.

Article 14

Entry into force

1. This Convention shall be subject to ratification in accordance with the applicable

lämnande skulle strida mot allmänna hänsyn (ordre public).

3. Om en avtalsslutande stat begär upplysningar enligt denna artikel, skall den andra avtalsslutande staten skaffa fram de upplysningar som framställningen avser på samma sätt och i samma omfattning som om den förstnämnda statens skatt var denna andra stats skatt och påförd av denna andra stat. Om behörig myndighet i en avtalsslutande stat särskilt begär det, skall den behöriga myndigheten i den andra avtalsslutande staten tillhandahålla upplysningarna enligt denna artikel i form av skriftliga vittnesintyg och bestyrkta kopior av ej redigerade originalhandlingar (dåri inbegripet böcker, dokument, rapporter, protokoll, räkenskaper eller skriftliga uttalanden) i samma omfattning som sådana intyg och handlingar kan erhållas enligt lagsättning och administrativ praxis i denna andra stat beträffande dess egna skatter.

4. Vid tillämpningen av denna artikel tillämpas avtalet på varje slags skatt som påförs av en avtalsslutande stat.

Artikel 13

Diplomatiska företrädare och konsulära tjänstemän

1. Bestämmelserna i detta avtal berör inte de privilegier vid beskattningen som enligt folkrättens allmänna regler eller bestämmelser i särskilda överenskommelser tillkommer diplomatiska företrädare eller konsulära tjänstemän.

2. Avtalet tillämpas inte på tjänstemän vid internationella organisationer eller på personer som tillhör tredje stats beskickning eller konsulat, ackrediterade i en avtalsslutande stat, om sådana personer inte behandlas som personer med hemvist i endera avtalsslutande staten i fråga om skatter på kvarlåtenskap, arv, gåva respektive överlåtelse med förbigående av släktled.

Artikel 14

Inkraftträdande

1. Detta avtal skall ratificeras enligt det förfarande som gäller i vardera avtalsslu-

procedures of each Contracting State and instruments of ratification shall be exchanged at Washington as soon as possible.

2. The Convention shall enter into force upon the exchange of instruments of ratification¹ and its provisions shall apply:

a) in the United States in respect of transfers of estates of individuals dying, gifts made, and generation-skipping transfers deemed made on or after the date of such exchange; and

b) in Sweden, as regards inheritance tax, in respect of persons who die on or after that date, and, as regards gift tax, in respect of gifts by reference to which there is a charge to tax which arises on or after that date.

Article 15

Termination

This Convention shall remain in force until terminated by a Contracting State. Either Contracting State may terminate the Convention at any time after 5 years from the date on which the Convention enters into force provided that at least 6 months prior notice of termination has been given through diplomatic channels. In such event, the Convention shall cease to have effect after the December 31 which either is or next follows the date of termination specified in the notice of termination but shall continue to apply in respect of the estate of any individual dying before the end of that period and in respect of any event (other than death) occurring before the end of that period and giving rise to liability to tax under the laws of either Contracting State.

tande staten och ratifikationshandlingarna skall utväxlas i Washington snarast möjligt.

2. Avtalet träder i kraft med utväxlingen av ratifikationshandlingarna och dess bestämmelser tillämpas:

a) I Förenta Staterna, beträffande kvarlåtenskap efter fysisk person som avlider, gåva som sker och överlåtelse med förbigående av släktled som anses ske vid den tidpunkt då utväxlingen sker eller därefter; och

b) i Sverige, beträffande arvsskatt på arv efter person som avlider vid nämnda tidpunkt eller därefter, och beträffande gåvoskatt, på gåva för vilken skattskyldighet uppkommer vid nämnda tidpunkt eller därefter.

Artikel 15

Upphörande

Detta avtal förblir i kraft tills det uppsägs av en avtalslutande stat. Endera avtalslutande staten kan säga upp avtalet när som helst efter fem år räknat från den dag då avtalet träder i kraft, under förutsättning att meddelande om uppsägningen lämnats på diplomatisk väg minst sex månader i förväg. I händelse av sådan uppsägning upphör avtalet att gälla efter den 31 december som antingen är det datum då avtalet enligt meddelandet skall upphöra att gälla eller som följer närmast efter det datum för upphörande som anges i meddelandet. Avtalet skall dock alltså tillämpas beträffande kvarlåtenskap efter person, som avlider före utgången av denna tidrymd, samt beträffande varje annan händelse än dödsfall, om händelsen inträffar före utgången av denna tidrymd och som medför skattskyldighet enligt lagstiftningen i endera avtalslutande staten.

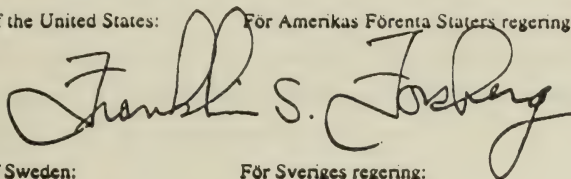
¹ Sept. 5, 1984.

DONE at Stockholm , in dupli-
cate in the English and Swedish languages,
the two texts having equal authenticity, this
13th day of June
19 83

Som skedde i Stockholm den
13 juni 1983 i två exem-
plar på engelska och svenska språken, vilka
båda texter äger lika vitsord.

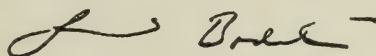
For the Government of the United States:

För Amerikas Förenta Staters regering:

 [1]

For the Government of Sweden:

För Sveriges regering:

 [2]

[SEAL]

[SEAL]

1 Franklin S. Forsberg.

2 Lennart Bodstrom.

MEXICO

Environmental Cooperation

*Agreement signed at La Paz August 14, 1983;
Entered into force February 16, 1984.*

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED
MEXICAN STATES ON COOPERATION FOR THE PROTECTION AND
IMPROVEMENT OF THE ENVIRONMENT IN THE BORDER AREA

The United States of America and the United Mexican States,

RECOGNIZING the importance of a healthful environment to the long-term economic and social well-being of present and future generations of each country as well as of the global community;

RECALLING that the Declaration of the United Nations Conference on the Human Environment, proclaimed in Stockholm in 1972,^[1] called upon nations to collaborate to resolve environmental problems of common concern;

NOTING previous agreements and programs providing for environmental cooperation between the two countries;

BELIEVING that such cooperation is of mutual benefit in coping with similar environmental problems in each country;

ACKNOWLEDGING the important work of the International Boundary and Water Commission and the contribution of the agreements concluded between the two countries relating to environmental affairs;

REAFFIRMING their political will to further strengthen and demonstrate the importance attached by both Governments to cooperation on environmental protection and in furtherance of the principle of good neighborliness;

Have agreed as follows:

¹ *Department of State Bulletin*, July 24, 1972, p. 116.

ARTICLE 1

The United States of America and the United Mexican States, hereinafter referred to as the Parties, agree to cooperate in the field of environmental protection in the border area on the basis of equality, reciprocity and mutual benefit. The objectives of the present Agreement are to establish the basis for cooperation between the Parties for the protection, improvement and conservation of the environment and the problems which affect it, as well as to agree on necessary measures to prevent and control pollution in the border area, and to provide the framework for development of a system of notification for emergency situations. Such objectives shall be pursued without prejudice to the cooperation which the Parties may agree to undertake outside the border area.

ARTICLE 2

The Parties undertake, to the fullest extent practical, to adopt the appropriate measures to prevent, reduce and eliminate sources of pollution in their respective territory which affect the border area of the other.

Additionally, the Parties shall cooperate in the solution of the environmental problems of mutual concern in the border area, in accordance with the provisions of this Agreement.

ARTICLE 3

Pursuant to this Agreement, the Parties may conclude specific arrangements for the solution of common problems in the border area, which may be annexed thereto. Similarly, the Parties may also agree upon annexes to this Agreement on technical matters.

ARTICLE 4

For the purposes of this Agreement, it shall be understood that the "border area" refers to the area situated 100 kilometers on either side of the inland and maritime boundaries between the Parties.

ARTICLE 5

The Parties agree to coordinate their efforts, in conformity with their own national legislation and existing bilateral agreements to address problems of air, land and water pollution in the border area.

ARTICLE 6

To implement this Agreement, the Parties shall consider and, as appropriate, pursue in a coordinated manner practical, legal, institutional and technical measures for protecting the quality of the environment in the border area. Forms of cooperation may include: coordination of national programs; scientific and educational exchanges; environmental monitoring; environmental impact assessment; and periodic exchanges of information and data on likely sources of pollution in their respective territory which may produce environmentally polluting incidents, as defined in an annex to this Agreement.

ARTICLE 7

The Parties shall assess, as appropriate, in accordance with their respective national laws, regulations and policies, projects that may have significant impacts on the environment of the border area, so that appropriate measures may be considered to avoid or mitigate adverse environmental effects.

ARTICLE 8

Each Party designates a national coordinator whose principal function

tions will be to coordinate and monitor implementation of this Agreement, make recommendations to the Parties, and organize the annual meetings referred to in Article 10, and the meetings of the experts referred to in Article 11. Additional responsibilities of the national coordinators may be agreed to in an annex to this Agreement.

In the case of the United States of America the national coordinator shall be the Environmental Protection Agency, and in the case of Mexico it shall be the Secretaría de Desarrollo Urbano y Ecología, through the Subsecretaría de Ecología.

ARTICLE 9

Taking into account the subjects to be examined jointly, the national coordinators may invite, as appropriate, representatives of federal, state and municipal governments to participate in the meetings provided for in this Agreement. By mutual agreement they may also invite representatives of international governmental or non-governmental organizations who may be able to contribute some element of expertise on problems to be solved.

The national coordinators will determine by mutual agreement the form and manner of participation of non-governmental entities.

ARTICLE 10

The Parties shall hold at a minimum an annual high level meeting to review the manner in which this Agreement is being implemented. These meetings shall take place alternately in the border area of Mexico and the United States of America.

The composition of the delegations which represent each Party, both

in these annual meetings as well as in the meetings of experts referred to in Article 11, will be communicated to the other Party through diplomatic channels.

ARTICLE 11

The Parties may, as they deem necessary, convoke meetings of experts for the purposes of coordinating their national programs referred to in Article 6, and of preparing the drafts of the specific arrangements and technical annexes referred to in Article 3.

These meetings of experts may review technical subjects. The opinions of the experts in such meetings shall be communicated by them to the national coordinators, and will serve to advise the Parties on technical matters.

ARTICLE 12

Each Party shall ensure that its national coordinator is informed of activities of its cooperating agencies carried out under this Agreement. Each Party shall also ensure that its national coordinator is informed of the implementation of other agreements concluded between the two Governments concerning matters related to this Agreement. The national coordinators of both Parties will present to the annual meetings a report on the environmental aspects of all joint work conducted under this Agreement and on implementation of other relevant agreements between the Parties, both bilateral and multilateral.

Nothing in this Agreement shall prejudice or otherwise affect the functions entrusted to the International Boundary and Water Commission, in accordance with the Water Treaty of 1944.^[1]

¹ Treaty relating to the utilization of waters of the Colorado and Tijuana Rivers and of the Rio Grande. Signed at Washington Feb. 3, 1944 and supplementary protocol signed Nov. 14, 1944. TS 994; 59 Stat. 1219.

ARTICLE 13

Each Party shall be responsible for informing its border states and for consulting them in accordance with their respective constitutional systems, in relation to matters covered by this Agreement.

ARTICLE 14

Unless otherwise agreed, each Party shall bear the cost of its participation in the implementation of this Agreement, including the expenses of personnel who participate in any activity undertaken on the basis of it.

For the training of personnel, the transfer of equipment and the construction of installations related to the implementation of this Agreement, the Parties may agree on a special modality of financing, taking into account the objectives defined in this Agreement.

ARTICLE 15

The Parties shall facilitate the entry of equipment and personnel related to this Agreement, subject to the laws and regulations of the receiving country.

In order to undertake the monitoring of polluting activities in the border area, the Parties shall undertake consultations relating to the measurement and analysis of polluting elements in the border area.

ARTICLE 16

All technical information obtained through the implementation of this Agreement will be available to both Parties. Such information may be made available to third parties by the mutual agreement of the Parties to this Agreement.

ARTICLE 17

Nothing in this Agreement shall be construed to prejudice other existing or future agreements concluded between the two Parties, or affect the rights and obligations of the Parties under international agreements to which they are a party.

ARTICLE 18

Activities under this Agreement shall be subject to the availability of funds and other resources to each Party and to the applicable laws and regulations in each country.

ARTICLE 19

The present Agreement shall enter into force upon an exchange of Notes stating that each Party has completed its necessary internal procedures.^[1]

ARTICLE 20

The present Agreement shall remain in force indefinitely unless one of the Parties notifies the other, through diplomatic channels, of its desire to denounce it, in which case the Agreement will terminate six months after the date of such written notification. Unless otherwise agreed, such termination shall not affect the validity of any arrangements made under this Agreement.

ARTICLE 21

This Agreement may be amended by the agreement of the Parties.

ARTICLE 22

The adoption of the annexes and of the specific arrangements provided for in Article 3, and the amendments thereto, will be effected

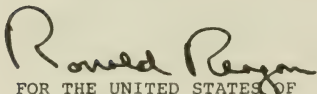
¹ Feb. 16, 1984.

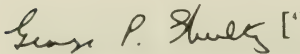
by an exchange of Notes.^[1]

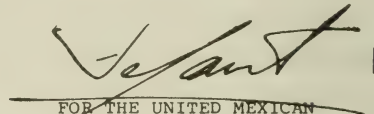
ARTICLE 23

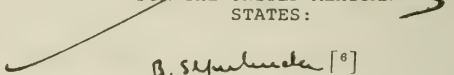
This Agreement supersedes the exchange of Notes, concluded on June 19, 1978 with the attached Memorandum of Understanding between the Environmental Protection Agency of the United States and the Subsecretariat for Environmental Improvement of Mexico for Cooperation on Environmental Programs and Transboundary Problems.^[2]

DONE in duplicate, in the city of La Paz, Baja California, Mexico, on the 14th of August of 1983, in the English and Spanish languages, both texts being equally authentic.

^[3]
FOR THE UNITED STATES OF
AMERICA:

^[4]

^[5]
FOR THE UNITED MEXICAN
STATES:

^[6]

¹ Annexes subsequently agreed to by the parties are on file in the Office of Treaty Affairs, Department of State.

² TIAS 9264; 30 UST 1574.

³ Ronald Reagan.

⁴ George P. Shultz.

⁵ De la Madrid.

⁶ B. Sepulveda.

CONVENIO ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LOS ESTADOS
UNIDOS MEXICANOS SOBRE COOPERACION PARA LA PROTECCION Y
MEJORAMIENTO DEL MEDIO AMBIENTE EN LA ZONA FRONTERIZA

Los Estados Unidos de América y los Estados Unidos Mexicanos,

RECONOCIENDO la importancia de un medio ambiente sano para el bie
nestar económico y social, a largo plazo, de las generaciones presen-
tes y futuras de cada país, así como de la comunidad internacional;

RECORDANDO que la Declaración de la Conferencia de Naciones Unidas
sobre el Medio Humano, proclamada en Estocolmo en 1972, hizo un lla-
mado a todas las naciones para colaborar en la solución de problemas
ambientales de interés común;

TOMANDO NOTA de acuerdos y programas previamente celebrados entre
los dos países referentes a la cooperación en materia ambiental;

CONVENCIDOS que tal cooperación es de beneficio mutuo al atender
problemas ambientales similares en cada país;

RECONOCIENDO el importante trabajo de la Comisión Internacional de
Límites y Aguas y la contribución de los acuerdos celebrados entre los
dos países en relación con asuntos ambientales;

REAFIRMANDO su voluntad política de fortalecer y demostrar la im-
portancia que conceden ambos Gobiernos a la cooperación sobre protec-
ción ambiental y en observancia del principio de buena vecindad;

Han acordado lo siguiente:

ARTICULO 1

Los Estados Unidos de América y los Estados Unidos Mexicanos, en adelante referidos como las Partes, acuerdan cooperar en el campo de la protección ambiental en la zona fronteriza sobre la base de igualdad, reciprocidad y beneficio mutuo. Los objetivos del presente Convenio son establecer las bases para la cooperación entre las Partes en la protección, mejoramiento y conservación del medio ambiente y los problemas que lo afectan, así como acordar las medidas necesarias para prevenir y controlar la contaminación en la zona fronteriza, y proveer el marco para el desarrollo de un sistema de notificación para situaciones de emergencia. Dichos objetivos podrán ser propiciados sin perjuicio de la cooperación que las Partes pudieran acordar llevar a cabo fuera de la zona fronteriza.

ARTICULO 2

Las Partes se comprometen, en la medida de lo posible, a adoptar las medidas apropiadas para prevenir, reducir y eliminar fuentes de contaminación en su territorio respectivo que afecten la zona fronteriza de la otra.

Adicionalmente, las Partes cooperarán en la solución de problemas ambientales de interés común en la zona fronteriza, de conformidad con las disposiciones de este Convenio.

ARTICULO 3

De conformidad con este Convenio, las Partes podrán concluir arreglos específicos para la solución de problemas comunes en la zona fronteriza, los que podrán serle anexados. Igualmente, las Partes podrán también acordar anexos a este Convenio sobre cuestiones técnicas.

ARTICULO 4

Para los propósitos de este Convenio deberá entenderse que la "zona fronteriza" es el área situada hasta 100 kilómetros de ambos lados de las líneas divisorias terrestres y marítimas entre las Partes.

ARTICULO 5

Las Partes acuerdan coordinar sus esfuerzos, de conformidad con sus propias legislaciones nacionales y acuerdos bilaterales vigentes para atender problemas de contaminación del aire, tierra y agua en la zona fronteriza.

ARTICULO 6

Para aplicar este Convenio, las Partes considerarán y, según sea apropiado, procurarán en forma coordinada medidas prácticas, legales, institucionales y técnicas, para proteger la calidad del medio ambiente en la zona fronteriza. Las formas de cooperación pueden incluir: coordinación de programas nacionales; intercambios científicos y educativos; medición ambiental; evaluación de impacto ambiental; e intercambios periódicos de información y datos sobre posibles fuentes de contaminación en su territorio respectivo que puedan producir incidentes contaminantes del medio ambiente, según se definan en un anexo a este Convenio.

ARTICULO 7

Las Partes evaluarán, según sea apropiado, de conformidad con sus respectivas leyes, reglamentos y políticas nacionales, proyectos que puedan tener impactos significativos en el medio ambiente de la zona fronteriza, para que se puedan considerar medidas apropiadas para evitar o mitigar efectos ambientales adversos.

ARTICULO 8

Cada Parte designa a un coordinador nacional cuyas principales funciones serán las de coordinar y vigilar la aplicación de este Convenio, hacer recomendaciones a las Partes, y organizar las reuniones anuales a que se refiere el Artículo 10, así como las reuniones de expertos de que trata el Artículo 11. Otras responsabilidades de los coordinadores nacionales podrán ser acordadas en un anexo a este Convenio.

En el caso de los Estados Unidos el coordinador nacional será la Environmental Protection Agency, y en el caso de México será la Secretaría de Desarrollo Urbano y Ecología a través de la Subsecretaría de Ecología.

ARTICULO 9

Tomando en cuenta los temas a ser examinados conjuntamente los coordinadores nacionales podrán invitar, según sea apropiado, a representantes de los gobiernos federales, estatales y municipales para que participen en las reuniones dispuestas en este Convenio. Por mutuo acuerdo podrán también invitar a representantes de organizaciones internacionales gubernamentales o no gubernamentales que pudieren contribuir con algún elemento de conocimiento a los problemas por resolver.

Los coordinadores nacionales determinarán por acuerdo mutuo la forma y manera de participación de las entidades no gubernamentales.

ARTICULO 10

Las Partes celebrarán como mínimo una reunión anual de alto nivel para revisar la manera en que se está aplicando este Convenio. Estas reuniones se celebrarán en la zona fronteriza, alternativamente, en México y en los Estados Unidos de América.

La composición de las delegaciones que representen a cada Parte, tanto en las reuniones anuales como en las reuniones de expertos a que se refiere el Artículo 11, será comunicada a la otra Parte por la vía diplomática.

ARTICULO 11

Las Partes podrán, según lo estimen necesario, convocar reuniones de expertos para los propósitos de coordinar los programas nacionales referidos en el Artículo 6 y preparar los proyectos de arreglos específicos y de anexos técnicos previstos en el Artículo 3.

Estas reuniones de expertos podrán revisar asuntos técnicos. Las opiniones de los expertos que resulten de dichas reuniones serán comunicadas por ellos a los coordinadores nacionales, y servirán para asesorar a las Partes en cuestiones técnicas.

ARTICULO 12

Cada Parte se asegurará de que su coordinador nacional esté informado de las actividades de sus entidades de cooperación realizadas con sujeción a este Convenio. Cada Parte se asegurará también de que su coordinador nacional esté informado de la aplicación de otros acuerdos vigentes entre los dos Gobiernos en cuestiones relacionadas con este Convenio. Los coordinadores nacionales de ambas Partes presentarán a las reuniones anuales un informe sobre los aspectos ambientales de todo trabajo conjunto realizado conforme a este Convenio y en aplicación de otros acuerdos relevantes entre las Partes, tanto bilaterales como multilaterales.

Nada en este Convenio prejuzgará o de manera alguna afectará las funciones encargadas a la Comisión Internacional de Límites y Aguas,

de conformidad con el Tratado de Aguas de 1944.

ARTICULO 13

Cada Parte será responsable de informar a sus estados fronterizos y de consultarlos de conformidad con sus respectivos sistemas constitucionales, en relación a asuntos cubiertos por este Convenio.

ARTICULO 14

A menos que se acuerde otra cosa, cada Parte sufragará el costo de su participación en la aplicación de este Convenio, incluyendo los gastos del personal que participe en cualquier actividad realizada sobre la base del mismo.

Para el entrenamiento de personal, la transferencia de equipo y la construcción de instalaciones relacionadas con la aplicación de este Convenio, las Partes podrán acordar una modalidad especial de financiamiento, tomando en cuenta los objetivos definidos en este Convenio.

ARTICULO 15

Las Partes facilitarán la entrada de equipo y personal relacionados con este Convenio, con sujeción a las leyes y reglamentos del país receptor.

A fin de llevar a cabo la detección de actividades contaminantes en la zona fronteriza, las Partes realizarán consultas sobre la medición y análisis de elementos contaminantes en la zona fronteriza.

ARTICULO 16

Toda información técnica obtenida a través de la aplicación de es

te Convenio estará disponible para ambas Partes. Dicha información podrá facilitarse a terceras partes por acuerdo mutuo de las Partes en este Convenio.

ARTICULO 17

Nada en este Convenio será entendido en perjuicio de otros acuerdos vigentes o futuros entre las dos Partes, ni afectará los derechos y obligaciones de las Partes conforme a acuerdos internacionales de los que son parte.

ARTICULO 18

Las actividades realizadas conforme a este Convenio se sujetarán a la disponibilidad de fondos y otros recursos de cada Parte y a la aplicación de las leyes y reglamentos de cada país.

ARTICULO 19

El presente Convenio entrará en vigor mediante un intercambio de Notas, en las que cada una de las Partes declare que ha cumplido con sus procedimientos internos necesarios.

ARTICULO 20

El presente Convenio estará en vigor indefinidamente a menos que una de las Partes notifique a la otra, por la vía diplomática, su deseo de denunciarlo, en cuyo caso el Convenio terminará seis meses después de la fecha de tal notificación escrita. A menos que se acuerde otra cosa, dicha terminación no afectará la validez de ningún arreglo celebrado conforme a este Convenio.

ARTICULO 21

Este Convenio podrá ser enmendado por acuerdo de las Partes.


ARTICULO 22

La adopción de los anexos y de los arreglos específicos previstos en el Artículo 3, y las enmiendas a los mismos, se efectuarán por intercambio de Notas.

ARTICULO 23

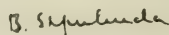
Este Convenio sustituye al intercambio de Notas concluido el 19 de junio de 1978 con el Memorándum de Entendimiento anexo, entre la Environmental Protection Agency de los Estados Unidos y la Subsecretaría de Mejoramiento del Ambiente de la Secretaría de Salubridad y Asistencia de México, para la Cooperación en Problemas y Programas Ambientales a través de la Frontera.

HECHO por duplicado en la ciudad de La Paz, Baja California, México, el 14 de agosto de 1983, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.


POR LOS ESTADOS UNIDOS DE
AMERICA:




POR LOS ESTADOS UNIDOS
MEXICANOS:



UNION OF SOVIET SOCIALIST REPUBLICS

Grains

*Agreement signed at Moscow August 25, 1983;
Entered into force August 25, 1983.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON THE SUPPLY OF GRAIN

The Government of the United States of America ("USA")
and the Government of the Union of Soviet Socialist Republics
("USSR"),

Recalling the "Basic Principles of Relations between
the United States of America and the Union of Soviet Socialist
Republics" of May 29, 1972^[1] and other relevant agreements
between them;

Desiring to strengthen long-term cooperation between
the two countries on the basis of mutual benefit and equality;

Mindful of the importance which the production of food,
particularly grain, has for the peoples of both countries;

Recognizing the need to stabilize trade in grain
between the two countries; and

Affirming their conviction that cooperation in the
field of trade will contribute to overall improvement of
relations between the two countries;

Have agreed as follows:

¹ *Department of State Bulletin*, June 26, 1972, p. 898.

ARTICLE I

The Government of the USA and the Government of the USSR hereby enter into an agreement for the purchase and sale of wheat and corn for supply to the USSR. To this end, during the period that this Agreement is in force, except as otherwise agreed by the Parties, the Soviet foreign trade organizations shall purchase from private commercial sources, for shipment in each twelve-month period beginning October 1, 1983, nine million metric tons of wheat and corn grown in the USA; in doing so, the Soviet foreign trade organizations, if interested, may purchase, on account of the said quantity, soybeans and/or soybean meal produced in the USA, in the proportion of one ton of soybeans and/or soybean meal for two tons of grain. In any case, the minimum annual quantities of wheat and corn shall be no less than four million metric tons each.

The Soviet foreign trade organizations may increase the nine million metric ton quantity mentioned above without consultations by as much as three million metric tons of wheat and/or corn for shipment in each twelve-month period beginning October 1, 1983.

The Government of the USA shall employ its good offices to facilitate and encourage such sales by private commercial sources.

Purchases/sales of commodities under this Agreement will be made at the market price prevailing for these products at the time of purchase/sale and in accordance with normal commercial terms.

ARTICLE II

During the term of this Agreement, except as otherwise agreed by the Parties, the Government of the USA shall not exercise any discretionary authority available to it under United States law to control exports of commodities purchased for supply to the USSR in accordance with Article I.

ARTICLE III

In carrying out their obligations under this Agreement, the Soviet foreign trade organizations shall endeavor to space their purchases in the USA and shipments to the USSR as evenly as possible over each twelve-month period.

ARTICLE IV

The Government of the USSR shall assure that, except as the Parties may otherwise agree, all commodities grown in the USA and purchased by Soviet foreign trade organizations under this Agreement shall be supplied for consumption in the USSR.

ARTICLE V

Whenever the Government of the USSR wishes the Soviet foreign trade organizations to be able to purchase more wheat or corn grown in the USA than the amounts specified in Article I, it shall notify the Government of the USA.

Whenever the Government of the USA wishes private commercial sources to be able to sell to the USSR more wheat or corn grown in the USA than the amounts specified in Article I, it shall notify the Government of the USSR.

In both instances, the Parties will consult as soon as possible in order to reach agreement on possible quantities of grain to be supplied to the USSR prior to purchase/sale or conclusion of contracts for the purchase/sale of grain in amounts above those specified in Article I.

ARTICLE VI

The Government of the USA is prepared to use its good offices, as appropriate and within the laws in force in the USA, to be of assistance on questions of the appropriate quality of the grain to be supplied from the USA to the USSR.

ARTICLE VII

It is understood that the shipment of commodities from the USA to the USSR under this Agreement shall be in accord with the provisions of the American-Soviet Agreement on Maritime Matters which is in force during the period of shipments hereunder.

ARTICLE VIII

The Parties shall hold consultations concerning the implementation of this Agreement and related matters at intervals of six months, and at any other time at the request of either Party.

ARTICLE IX

This Agreement shall enter into force on execution and shall remain in force until September 30, 1988, unless extended by the Parties for a mutually agreed period.

DONE at Moscow this twenty-fifth day of August, 1983, in duplicate, each in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

John R. Block ^[1]

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

N. Patolichey ^[2]

¹ John R. Block.

² N. Patolichey.

СОГЛАШЕНИЕ

между Правительством Соединенных Штатов
Америки и Правительством Союза Советских
Социалистических Республик о поставках
зерна

Правительство Соединенных Штатов Америки и
Правительство Союза Советских Социалистических Республик,
исходя из Основ взаимоотношений между Соединенными Штатами
Америки и Союзом Советских Социалистических Республик от
29 мая 1972 года и других соответствующих соглашений между ними,
желая укреплять долгосрочное сотрудничество между двумя
странами на базе взаимной выгоды и равенства,
учитывая важность производства продуктов питания и, в
частности, зерна для народов обеих стран,
признавая необходимость стабилизации торговли зерном
между обеими странами, и
подтверждая свое убеждение в том, что сотрудничество в
области торговли будет содействовать общему улучшению отношений
между обеими странами,
согласились о нижеследующем:

Статья I

Правительство США и Правительство СССР настоящим заклю-
чают Соглашение о закупке и продаже пшеницы и кукурузы для
поставки в СССР. В этих целях в течение срока действия настоя-
щего Соглашения, за исключением случаев иной договоренности
Сторон, советские внешнеторговые организации закупят у частных
коммерческих фирм с отгрузкой в каждый 12-месячный период, на-
чиная с 1 октября 1983 года, по 9 миллионов метрических тонн
пшеницы и кукурузы, выращенных в США; при этом советские внеш-
неторговые организации могут, в случае своей заинтересованности,
закупать в зачет указанного количества сои-бобы и/или соевый
шрот, произведенные в США, в соотношении одна тонна сои-бобов

и/или соевого шрота за две тонны зерна. В любом случае ежегодные минимальные количества пшеницы и кукурузы составят не менее 4 миллионов метрических тонн каждое.

Советские внешнеторговые организации могут увеличить указанное количество 9 миллионов метрических тонн без консультаций в пределах 3-х миллионов метрических тонн пшеницы и/или кукурузы с отгрузкой в любой 12-месячный период, начиная с 1 октября 1983 года.

Правительство США будет доступными ему средствами содействовать и поощрять такие запродажи частными коммерческими фирмами.

Купля-продажа товаров по настоящему Соглашению будет осуществляться по рыночным ценам на эти товары, преобладающим на момент купли-продажи и в соответствии с обычными коммерческими условиями.

Статья II

В течение срока действия настоящего Соглашения, за исключением случаев иной договоренности Сторон, Правительство США не будет пользоваться какими-либо диспозитивными полномочиями согласно законам США для установления контроля над экспортом товаров, закупленных для поставки в СССР в соответствии со статьей I.

Статья III

При выполнении обязательств по настоящему Соглашению советские внешнеторговые организации будут стремиться осуществлять свои закупки в США и отгрузки в СССР как можно равномернее в течение каждого 12-месячного периода.

Статья IV

Правительство СССР заверяет, что за исключением случаев иной договоренности Сторон, все товары, произведенные в США и закупленные советскими внешнеторговыми организациями по настоящему Соглашению, будут поставляться для потребления в СССР.

Статья V

В случае, если Правительство СССР пожелает, чтобы советские внешнеторговые организации имели возможность закупить большие количества пшеницы или кукурузы, выращенные в США, чем количества, указанные в статье I, оно сообщит об этом Правительству США.

В случае, если Правительство США пожелает, чтобы частные коммерческие фирмы имели возможность продать в СССР пшеницу или кукурузу, выращенные в США, сверх количеств, указанных в статье I, оно сообщит об этом Правительству СССР.

В обоих случаях до купли-продажи или заключения контрактов на куплю-продажу зерна сверх количеств, указанных в статье I, Стороны в возможно короткий срок проведут консультации для достижения договоренности о возможных объемах купли-продажи зерна для поставки в СССР.

Статья VI

Правительство США готово использовать доступные ему средства в необходимых случаях и в рамках законов, действующих в США, с тем, чтобы оказывать содействие в вопросах надлежащего качества зерна, поставляемого из США в СССР.

Статья VII

Понимается, что при перевозках товаров по настоящему Соглашению из США в СССР будут применяться положения американско-советского соглашения по вопросам морского судоходства,

которое будет действовать в период перевозки товаров по настоящему Соглашению.

Статья УШ

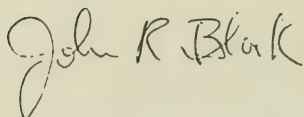
Стороны будут проводить консультации по выполнению настоящего Соглашения и связанным с ним вопросам каждые 6 месяцев, а также в любое другое время, по просьбе каждой из Сторон.

Статья IX

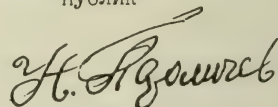
Настоящее Соглашение вступает в силу в день его подписания и будет действовать по 30 сентября 1988 года, если оно не будет продлено Сторонами на взаимно согласованный период.

Совершено в Москве 25 августа 1983 года в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

По уполномочию
Правительства Соединенных
Штатов Америки



По уполномочию
Правительства Союза Совет-
ских Социалистических Рес-
публик



BARBADOS

Economic and Technical Cooperation

*Agreement signed at Bridgetown September 14, 1983;
Entered into force September 14, 1983.*

BARBADOSGENERAL AGREEMENT FOR ECONOMIC,
TECHNICAL AND RELATED ASSISTANCE

The Government of the United States of America and the Government of Barbados, desiring to conclude an agreement relating to economic and technical cooperation between both countries, have agreed as follows:

Article I. To assist the Government of Barbados in its national development and in its efforts to achieve economic and social progress through its own resources and other measures of self-help, the Government of the United States of America is furnishing such economic, technical and related assistance hereunder as is requested or agreed to by representatives of appropriate agencies of the Government of Barbados and approved by representatives of the Agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as is requested and approved by other representatives designated by the Government of the United States of America and the Government of Barbados. Such assistance is made available in accordance with written arrangements or agreements between the above-mentioned representatives.

Article II. To promote the economic and social progress of Barbados, the Government of Barbados will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Barbados concerning programs and operations hereunder. The Government of Barbados will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operation planned or carried out and to evaluate results.

Article III. The Government of Barbados will receive a special mission, currently named USAID, and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will for the purpose of granting privileges and immunities accord the USAID Mission and its personnel similar treatment to that granted to the U.S. Embassy and members of the diplomatic staff of the Embassy of comparable rank. The special mission shall enjoy the same inviolability of premises as is extended to the diplomatic mission of the Government of the United States of America. Members of the special mission shall be exempt from income tax, consumption taxes, stamp taxes, taxes on gasoline and diesel fuels, hotel restaurant sales tax, tax on rental of housing, all import duties and such other identifiable taxes and duties from which personnel of the diplomatic mission of the Government of the United States of America are exempt.

Article IV. In order to assure the maximum benefits to the people of Barbados from the assistance to be furnished hereunder: (a) goods or services to be provided and used in connection with this Agreement by the Government of the United States of America, or by a contractor financed by that Government for a project approved by the designated representative of the Government of Barbados shall be exempt from all taxes on ownership or use and all other taxes, investment or deposit requirements, and currency controls in Barbados, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, docking, airport or other user charges or commissions that represent a government tax, taxes on purchases or disposition and any other taxes or similar charges in Barbados; and (b) all persons, including contractors and the contractor employees financed by the Government of the United States for projects approved by the Government of Barbados, except persons who are citizens of Barbados or whose usual or

customary residence is in Barbados, who are present in Barbados to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Barbados and from taxes on the purchase, ownership, use or disposition of personal movable property (including one (1) automobile) intended for their own use. Such persons, and members of their families shall be exempt from the payment of customs and import and export duties on personal moveable property (including one (1) automobile) imported into Barbados or purchased in Barbados for their own use at the time of a person's first arrival in Barbados and for a period of six months thereafter.

Article V. Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Barbados at the most favorable rate providing the largest number of units of such currency for United States Dollars which, at the time conversion is made, is not unlawful in Barbados.

Article VI. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, may be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States.

The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

Done in duplicate at Bridgetown
this 14th day of September, 1983.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
BARBADOS

By:

Milan D. Bish ^[1]

By:

JMG Adams ^[2]

Title:

Ambassador

Title:

Minister of Finance
and Planning

¹ Milan D. Bish.

² JMG Adams.

DOMINICA

Economic and Technical Cooperation

*Agreement signed at Dominica September 16, 1983;
Entered into force September 16, 1983.*

DOMINICAGENERAL AGREEMENT FOR ECONOMIC,TECHNICAL AND RELATED ASSISTANCE

The Government of the United States of America and the Government of Dominica, desiring to conclude an agreement relating to economic and technical cooperation between both countries, have agreed as follows:

Article I. To assist the Government of Dominica, the Government of the United States of America is furnishing such economic, technical and related assistance hereunder as is requested or agreed to by representatives of appropriate agencies of the Government of Dominica and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as is requested and approved by other representatives designated by the Government of the United States of America and the Government of Dominica. Such assistance is made available in accordance with written arrangements or agreements between the above-mentioned representatives.

Article II. To promote the economic and social progress of Dominica, the Government of Dominica will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Dominica concerning programs and operations hereunder. The Government of Dominica will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operation planned or carried out and to evaluate results.

Article III. The Government of Dominica will receive a special mission, currently named USAID, and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this mission and its personnel as part of the diplomatic mission of the Government of the United States of America for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank. The special mission shall enjoy the same inviolability of premises as is extended to the diplomatic mission of the Government of the United States of America. Members of the mission shall be exempt from all identifiable taxes and duties of any nature whatsoever, now or hereafter in force in Dominica. Such tax exemption shall include, but not be limited to, the airport departure tax, income tax, consumption taxes, stamp taxes, taxes on gasoline, hotel and restaurant sales tax, the tax on the rental of housing, and all import duties. The Government of the United States may, at its discretion, establish the special mission in the territory of Dominica or provide the assistance contemplated in Article I of this Agreement by means of persons present in Dominica on short-term assignment.

Article IV. In order to assure the maximum benefits to the people of Dominica from the assistance to be furnished hereunder: (a) goods or services to be provided and used in connection with this Agreement by the Government of the United States of America, or by a contractor financed by that Government for a project approved by the designated representative of the Government of Dominica shall be exempt from all taxes on ownership or use and all other taxes, investment or deposit requirements, and currency controls in Dominica, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, docking, airport or other user charges or commissions that represent a Government tax, taxes on purchase or

disposition and any other taxes or similar charges in Dominica; and (b) all persons, including contractors and contractor employees financed by the Government of the United States for projects approved by the Government of Dominica, except persons who are citizens of Dominica or whose usual or customary residence is in Dominica, who are present in Dominica to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Dominica and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into Dominica for their own use, as is accorded by the Government of Dominica to diplomatic personnel of the United States Embassy or to the most favored foreign diplomatic Mission in residence.

Article V. Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Dominica at the most favorable rate providing the largest number of units of such currency for United States dollars which, at the time conversion is made, is not unlawful in Dominica.

Article VI. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, may be terminated by either Government if that Government determines

that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States.

The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

Done in duplicate at Dominica this Sixteenth day
of September, 1983.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
DOMINICA

By:

M. D. Bish ^[1]

By:

M. Eugenia Charles ^[2]

Title: United States Ambassador

Title: Prime Minister

¹ Milan D. Bish.

² M. Eugenia Charles.

ST. LUCIA

Economic and Technical Cooperation

*Agreement signed at Castries October 20, 1983;
Entered into force October 20, 1983.*

ST. LUCIAGENERAL AGREEMENT FOR ECONOMIC,TECHNICAL AND RELATED ASSISTANCE

The Government of the United States of America and the Government of St. Lucia, desiring to conclude an agreement relating to economic and technical cooperation between both countries, have agreed as follows:

Article I. To assist the Government of St. Lucia, the Government of the United States of America is furnishing such economic, technical and related assistance hereunder as is requested or agreed to by representatives of appropriate agencies of the Government of St. Lucia and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as is requested and approved by other representatives designated by the Government of the United States of America and the Government of St. Lucia. Such assistance is made available in accordance with written arrangements or agreements between the above-mentioned representatives.

Article II. To promote the economic and social progress of St. Lucia, the Government of St. Lucia will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of St. Lucia concerning programs and operations hereunder. The Government of St. Lucia will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operation planned or carried out and to evaluate results.

Article III. The Government of St. Lucia will receive a special mission, currently named USAID, and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this mission and its personnel as part of the diplomatic mission of the Government of the United States of America for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank. The special mission shall enjoy the same inviolability of premises as is extended to the diplomatic mission of the Government of the United States of America. Members of the mission shall be exempt from all identifiable taxes and duties of any nature whatsoever, now or hereafter in force in St. Lucia. Such tax exemption shall include, but not be limited to, the airport departure tax, income tax, consumption taxes, stamp taxes, taxes on gasoline, hotel and restaurant sales tax, the tax on the rental of housing, and all import duties. The Government of the United States may, at its discretion, establish the special mission in the territory of St. Lucia or provide the assistance contemplated in Article I of this Agreement by means of persons present in St. Lucia on short-term assignment.

Article IV. In order to assure the maximum benefits to the people of St. Lucia from the assistance to be furnished hereunder: (a) goods or services to be provided and used in connection with this Agreement by the Government of the United States of America, or by a contractor financed by that Government for a project approved by the designated representative of the Government of St. Lucia shall be exempt from all taxes on ownership or use and all other taxes, investment or deposit requirements, and currency controls in St. Lucia, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, docking, airport or other user charges or commissions that represent a Government tax, taxes on purchase or

disposition and any other taxes or similar charges in St. Lucia; and (b) all persons, including contractors and contractor employees financed by the Government of the United States for projects approved by the Government of St. Lucia, except persons who are citizens of St. Lucia or whose usual or customary residence is in St. Lucia, who are present in St. Lucia to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of St. Lucia and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into St. Lucia for their own use, as is accorded by the Government of St. Lucia to diplomatic personnel of the United States Embassy or to the most favored foreign diplomatic Mission in residence.

Article V. Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of St. Lucia at the most favorable rate providing the largest number of units of such currency for United States dollars which, at the time conversion is made, is not unlawful in St. Lucia.

Article VI. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, may be terminated by either Government if that Government determines

that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

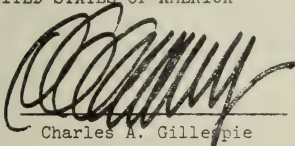
The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States.

The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

Done in duplicate at Castries, St. Lucia this 20th day
of October , 1983.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

By:



Charles A. Gillespie

Title Deputy Assistant Secretary
of State

FOR THE GOVERNMENT OF
ST. LUCIA

By:



Title: John Compton

¹ John Compton.

CHILE

Finance: Investment Incentives

*Agreement effected by exchange of notes
Signed at Santiago September 22, 1983;
Entered into force February 14, 1984.*

*The American Ambassador to the Chilean Minister of Foreign
Affairs*

Embassy of the
United States of America
Santiago de Chile, September 22, 1983

AGREEMENT ON INCENTIVES FOR INVESTMENTS
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF CHILE

No. 101

Excellency:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to economic activities in Chile which promote the development of the economic resources and productive capacities of Chile and to insurance (including reinsurance) and guaranties of such activities which are backed in whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an instrumentality of the United States Government, or pursuant to arrangements between such instrumentality and commercial insurance or reinsurance companies. I also have the honor to confirm the following understandings reached as a result of those conversations:

ARTICLE ONE

As used herein, the term "Coverage" shall refer to any investment insurance, reinsurance or guaranty which is issued in accordance with this Agreement by OPIC or any successor entity. The term "Issuer" shall refer to OPIC or any successor entity to the extent of their interest in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE TWO

The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities registered with the Government of Chile or to projects with respect to which the party under Coverage seeks to enter or has entered into a contract with the Government of Chile for the provision of goods or services.

His Excellency
Miguel Schweitzer Walters
Minister of Foreign Affairs
Santiago

TIAS 10832

ARTICLE THREE

(a) If the Issuer makes payment to any party under Coverage, the Government of Chile shall recognize, subject to the provisions of Article 4 hereof, the subrogation of the Issuer to any right, title, claim, privilege, or cause of action existing, or which may arise in connection with said payment, which implies an effective right in favor of the Issuer over all currency, credits, assets, or investment on account of which payment under such Coverage was made.

(b) The Issuer shall assert no greater rights than those of the subrogating party under Coverage with respect to any interest transferred or succeeded to under this Article.

(c) The Issuer shall be subject to regulation under the laws of the place of issuance of Coverage with respect to projects or activities undertaken in Chile.

(d) The Issuer shall enjoy those tax exemptions in Chile granted by Chilean law to foreign financial institutions operating in Chile.

ARTICLE FOUR

To the extent that the laws of Chile partially or wholly invalidate or prohibit the acquisition from a covered party of any interest in any property within the territory of Chile by the Issuer, the Government of Chile shall permit such party and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of Chile.

ARTICLE FIVE

Amounts in the lawful currency of Chile acquired by the Issuer as subrogee by virtue of such Coverage shall be accorded treatment by the Government of Chile no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered party. Such amounts in the lawful currency of Chile may be transferred by the Issuer to the Embassy of the United States of America in Chile and upon such transfer shall be freely available for use by the Embassy and other official agencies of the Government of the United States of America in Chile.

ARTICLE SIX

(a) Nothing in this Agreement shall limit the right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as an Issuer.

(b) Any dispute between the Government of the United States of America and the Government of Chile regarding the interpretation of the text of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or activity for which Coverage has been issued in accordance with this Agreement shall be resolved, insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations, the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either government, to an arbitral tribunal for resolution in accordance with Article 6 (c). Submission to such tribunal of claims derived from parties under Coverage shall be subject to the principle of prior exhaustion of administrative and judicial remedies available in Chile.

(c) The arbitral tribunal for resolution of disputes pursuant to Article 6 (b) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the Secretary General of the United Nations to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii) The arbitral tribunal, upon assuming jurisdiction, shall rule on any issue of the prior exhaustion of effective local administrative and judicial remedies. The tribunal shall base its decision on the applicable principles and rules of public international law. The tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE SEVEN

The provisions of this Agreement shall apply upon its entry into force to all Coverage issued by the Issuer, in accordance with Article 2, in the period between notification of the acceptance of this Agreement and notification of its entry into force.

ARTICLE EIGHT

The Agreement on Investment Guaranties effected by the Exchange of Notes signed in Santiago on July 29, 1960^[1] shall terminate upon the entry into force of the present Agreement. The provisions of the present Agreement shall be applied from that point on to insurance policies or guaranties which theretofore had been issued in conformity with said Exchange of Notes or with respect to projects approved by the Government of Chile pursuant to paragraph 5 of the Exchange of Notes of December 3, 1963^[2] between the Government of the United States of America and the Government of Chile relating to investment guaranties.

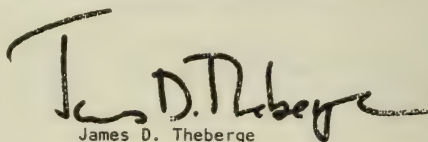
ARTICLE NINE

This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued prior to said denunciation shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Chile, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of Chile communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures.^[3]

The present Note written in the English language and the response in Spanish in like terms constituting the Agreement shall be equally authentic.

Accept, Excellency, the renewed assurances of my highest consideration.


James D. Theberge
Ambassador

¹ TIAS 4707; 12 UST 254.

² Not printed; never entered into force.

³ Feb. 14, 1984.

*The Chilean Minister of Foreign Relations to the American
Ambassador*

Santiago, 22 de septiembre de 1983

Excelentísimo Señor :

Tengo el honor de referirme a la Nota de
Vuestra Excelencia de fecha 22 de septiembre, la que dice lo
siguiente:

"Tengo el honor de referirme a las conver-
saciones recientemente mantenidas entre representantes de nues-
tros dos Gobiernos en relación con las actividades económicas
en Chile destinadas a promover el desarrollo de los recursos
económicos y la capacidad de producción de Chile y también en
relación con los seguros (incluyendo reaseguros) y las garan-
tías de dichas actividades, los cuales están respaldados, to-
tal o parcialmente, por el crédito o fondos públicos de los
Estados Unidos de América y administrados, ya sea directamen-
te por la Overseas Private Investment Corporation ("OPIC"),
una dependencia del Gobierno de los Estados Unidos, o bien en
virtud de acuerdos suscritos entre tal dependencia y compañías
mercantiles de seguros o de reaseguros. También tengo el ho-
nor de confirmar los siguientes entendimientos a los que se
llegó como resultado de dichas conversaciones:

ARTICULO PRIMERO

Para efectos del presente Acuerdo,
se entenderá por "Cobertura" cualquier seguro, reaseguro o ga-
rantía de inversión que se emita, conforme al presente Acuer-
do, por OPIC o por cualquier entidad sucesora. Por "Entidad
Emisora" se entenderá a OPIC o a cualquier entidad sucesora de
ésta en la medida que tengan un interés en cualquier Cobertura,
ya sea como una de las partes o como sucesora a un contrato
que proporcione Cobertura, o bien como agente para la adminis-
tración de la Cobertura.

EXCELENTISIMO SEÑOR
JAMES THEBERGE
EMBAJADOR DE LOS ESTADOS UNIDOS DE AMERICA
SANTIAGO

ARTICULO SEGUNDO

Los procedimientos establecidos en el presente Acuerdo se aplicarán sólo respecto de la Cobertura de proyectos o actividades registradas con el Gobierno de Chile o a proyectos en los cuales la parte a ser amparada por la Cobertura busque celebrar o haya celebrado un contrato con el Gobierno de Chile para el suministro de bienes o servicios.

ARTICULO TERCERO

(a) Si la Entidad Emisora efectúa un pago a cualquier persona natural o jurídica amparada por la Cobertura, el Gobierno de Chile deberá reconocer, con sujeción a lo dispuesto en el Artículo 4 del presente Acuerdo, la subrogación de la Entidad Emisora a cualquier derecho, título, derecho de reclamación, privilegio o motivo que fundamente una demanda que exista, o que pudiera surgir, en relación con dicho pago, lo cual implica un efectivo derecho a favor de la Entidad Emisora sobre todos los fondos, créditos, bienes o inversiones a cuenta de los cuales se efectuó el pago conforme a dicha Cobertura.

(b) En lo que respecta a cualesquiera intereses transferidos o cedidos en virtud del presente Artículo, la Entidad Emisora no reclamará mayores derechos que los acordados a la parte subrogante amparada por la Cobertura.

(c) La Entidad Emisora se someterá a la regulación legal del lugar de la emisión de la Cobertura respecto a un proyecto o actividad que se efectúe en Chile.

(d) La Entidad Emisora gozará en Chile de las franquicias tributarias que la ley chilena concede a las instituciones financieras extranjeras que operan en Chile.

ARTICULO CUARTO

En la medida que las leyes de Chile invaliden o prohíban, total o parcialmente, la adquisición por la Entidad Emisora de cualesquiera intereses de una par

te amparada por la Cobertura sobre propiedades dentro del territorio de Chile, el Gobierno de Chile permitirá a dicha parte y a la Entidad Emisora efectuar los arreglos necesarios para que dichos intereses sean transferidos a una entidad autorizada para poseerlos de conformidad con las leyes de Chile.

ARTICULO QUINTO

Las sumas en moneda de curso legal de Chile que sean adquiridas por subrogación por la Entidad Emisora al amparo de tal Cobertura, recibirán un tratamiento por el Gobierno de Chile no menos favorable, en cuanto a su uso y con versión, que el que recibirían si estuvieran en poder de aquel que estuviera amparado por dicha Cobertura. Dichas sumas en moneda de curso legal en Chile podrán ser transferidas por la Entidad Emisora a la Embajada de los Estados Unidos de América en Chile y, una vez realizada tal transferencia, serán de absoluta disposición de la Embajada y otras agencias oficiales del Gobierno de los Estados Unidos de América en Chile.

ARTICULO SEXTO

(a) Nada de lo dispuesto en el presente Acuerdo limitará los derechos basados en el derecho internacional que pueda reclamar el Gobierno de los Estados Unidos en su condición de Estado soberano, diferenciados de los que pueda tener como Entidad Emisora.

(b) Toda controversia entre el Gobierno de los Estados Unidos de América y el Gobierno de Chile respecto de la interpretación del texto del presente Acuerdo o que en opinión de cualquiera de los Gobiernos entrañe una cuestión de derecho internacional público que emane de cualquier proyecto o actividad que estuviera bajo el amparo de una Cobertura emitida conforme al presente Acuerdo, se resolverá, en la medida de lo posible, mediante negociaciones entre los dos Gobiernos. Si tal controversia no pudiere ser resuelta por los dos Gobiernos por mutuo acuerdo dentro de un período de tres meses subsiguientes a la fecha en que se solicita la celebración de las citadas negociaciones, la controversia, inclusive la cuestión de si se trata o no de un caso de derecho internacional público, se someterá, por iniciativa de cualquiera de los dos Gobiernos, a un tribunal arbitral el cual emitirá su laudo de conformidad con el Artículo 6 (c).

La sumisión a dicho tribunal de los reclamos derivados de partes amparadas por la Cobertura sumisión se realizará conforme al principio de previo agotamiento de las vías administrativas y judiciales establecidas en Chile.

(c) Para la resolución de controversias de conformidad con el Artículo 6 (b), el tribunal arbitral se establecerá y funcionará de la siguiente manera:

(i) Cada Gobierno nombrará un árbitro; los dos árbitros así nombrados designarán de mutuo acuerdo a un Presidente, el cual deberá ser un ciudadano de un tercer Estado y ser nombrado por los dos Gobiernos. Los árbitros se nombrarán dentro de un plazo de dos meses y el Presidente dentro de un plazo de tres meses a partir de la fecha de recepción de la petición de arbitraje por cualquiera de los dos Gobiernos. Si no se efectúan los nombramientos dentro de los plazos arriba estipulados, cualquiera de los dos Gobiernos puede, en ausencia de cualquier otro acuerdo, solicitar al Secretario General de las Naciones Unidas que efectúe el nombramiento o nombramientos necesarios, y ambos Gobiernos convienen en aceptar dicho nombramiento o nombramientos.

(ii) El tribunal arbitral, al asumir competencia, resolverá cualquier cuestión relacionada con el previo agotamiento de las vías nacionales administrativas y judiciales vigentes. El tribunal fundamentará su laudo en los principios y reglamentos pertinentes de derecho internacional público. El tribunal decidirá por mayoría de votos. Su laudo será definitivo y obligatorio.

(iii) Cada uno de los Gobiernos pagará los gastos de su árbitro y de su representación en las actuaciones ante el tribunal arbitral; los gastos del Presidente y las demás costas incurridos serán sufragados en partes iguales por los dos Gobiernos. El tribunal arbitral puede adoptar disposiciones relativas a las costas compatibles con lo que antecede.

(iv) En todas las demás cuestiones, el tribunal arbitral reglamentará sus propios procedimientos.

ARTICULO SEPTIMO

Las disposiciones de este Acuerdo se aplicarán desde su entrada en vigencia a toda Cobertura que ha ya otorgado la Entidad Emisora, conforme al Artículo 2, en el período comprendido entre la notificación de la aceptación de este Acuerdo y la de su entrada en vigencia.

ARTICULO OCTAVO

El Acuerdo sobre Garantías de Inversiones suscrito mediante el Canje de Notas firmadas en Santiago el 29 de julio de 1960 se dará por terminado por el presente Acuerdo al entrar éste en vigor. Las disposiciones del presente Acuerdo se aplicarán de ahí en adelante a las pólizas de seguros o a las garantías que hasta la fecha hubieren sido emitidos de conformidad con dicho Canje de Notas o respecto de los proyectos aprobados por el Gobierno de Chile en virtud del párrafo 5 del Canje de Notas del 3 de diciembre de 1963 sobre garantías de inversiones suscrito por el Gobierno de los Estados Unidos de América y el Gobierno de Chile.

ARTICULO NOVENO

El presente Acuerdo continuará en vigencia hasta seis meses después de la fecha en que cualquiera de los dos Gobiernos reciba una Nota del otro informándole de su intención de dejar de ser parte en el mismo. En tal caso, las disposiciones del Acuerdo con respecto a Coberturas emitidas antes de dicha denuncia permanecerán en vigencia durante el plazo de tales Coberturas, pero en ningún caso más allá de los veinte años de la denuncia del Acuerdo.

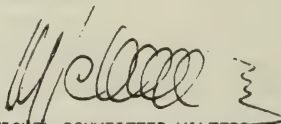
Al recibirse una Nota de Vuestra Excelencia en el sentido que las disposiciones que anteceden son aceptables para el Gobierno de Chile, el Gobierno de los Estados Unidos de América considerará que esta Nota y su contestación a la misma constituyen un Acuerdo sobre la materia entre nuestros dos Gobiernos, el cual entrará en vigencia en la fecha en la que el Gobierno de Chile notifique al Gobierno de los Estados Unidos de América que este Canje de Notas ha sido aprobado conforme a sus procedimientos constitucionales.

La presente Nota redactada en el idioma inglés y la contestación en español de igual tenor que constituirán el Acuerdo, tendrán el mismo valor.

Ruego a Vuestra Excelencia aceptar las expresiones de mi más alta consideración y estima".

Tengo el honor de aceptar en representación del Gobierno de la República de Chile las estipulaciones precedentes y convenir en que la Nota de Vuestra Excelencia y la presente Nota se consideren como constitutivas de un Acuerdo entre los dos Gobiernos, el cual entrará en vigor en la fecha en que mi Gobierno notifique al de Vuestra Excelencia que dicho Acuerdo ha sido aprobado conforme a los procedimientos constitucionales.

Ruego a Vuestra Excelencia aceptar las expresiones de mi más alta consideración y estima.



MIGUEL SCHWEITZER WALTERS
Ministro de Relaciones Exteriores
República de Chile

TRANSLATION

Santiago, September 22, 1983

Excellency:

I have the honor to refer to Your Excellency's note of September 22, which reads as follows:

[For text of the U.S. note, see pp. 2959-2962.]

On behalf of the Government of the Republic of Chile, I have the honor to accept the preceding terms and to agree that Your Excellency's note and this note shall be considered to constitute an agreement between our two Governments, to enter into force on the date on which my Government notifies Your Excellency that this agreement has been approved pursuant to constitutional procedures.

Accept, Excellency, the assurances of my highest consideration and esteem.

[Signature]

Miguel Schweitzer Walters
Minister of Foreign Relations
Republic of Chile

His Excellency
James Theberge,
Ambassador of the United States of America,
Santiago.

TIAS 10832

ST. VINCENT AND THE GRENADINES

Economic and Technical Cooperation

*Agreement signed at Kingstown September 30, 1983;
Entered into force September 30, 1983.*

ST. VINCENT AND THE GRENADINES
GENERAL AGREEMENT FOR ECONOMIC,
TECHNICAL AND RELATED ASSISTANCE

The Government of the United States of America and the Government of St. Vincent and the Grenadines, desiring to conclude an agreement relating to economic and technical cooperation between both countries, have agreed as follows:

Article I. To assist the Government of St. Vincent and the Grenadines, the Government of the United States of America is furnishing such economic, technical and related assistance hereunder as is requested or agreed to by representatives of appropriate agencies of the Government of St. Vincent and the Grenadines and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as is requested and approved by other representatives designated by the Government of the United States of America and the Government of St. Vincent and the Grenadines. Such assistance is made available in accordance with written arrangements or agreements between the above-mentioned representatives.

Article II. To promote the economic and social progress of St. Vincent and the Grenadines, the Government of St. Vincent and the Grenadines will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of St. Vincent and the Grenadines concerning programs and operations hereunder. The Government of St. Vincent and the Grenadines will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted

under this Agreement and will furnish whatever information they may need to determine the nature and scope of operation planned or carried out and to evaluate results.

Article III. The Government of St. Vincent and the Grenadines will receive a special mission, currently named USAID, and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this mission and its personnel as part of the diplomatic mission of the Government of the United States of America for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank. The special mission shall enjoy the same inviolability of premises as is extended to the diplomatic mission of the Government of the United States of America. Members of the mission shall be exempt from all identifiable taxes and duties of any nature whatsoever, now or hereafter in force in St. Vincent and the Grenadines. Such tax exemption shall include, but not be limited to, the airport departure tax, income tax, consumption taxes, stamp taxes, taxes on gasoline, hotel and restaurant sales tax, the tax on the rental of housing, and all import duties. The Government of the United States may, at its discretion, establish the special mission in the territory of St. Vincent and the Grenadines or provide the assistance contemplated in Article I of this Agreement by means of persons present in St. Vincent and the Grenadines on short-term assignment.

Article IV. In order to assure the maximum benefits to the people of St. Vincent and the Grenadines from the assistance to be furnished hereunder: (a) goods or services to be provided and used in connection with this Agreement by the Government of the United States of America, or by a contractor financed by that Government for a project approved by the designated representative of the Government of St. Vincent and the Grenadines shall be exempt from all taxes on ownership or use and all other taxes,

investment or deposit requirements, and currency controls in St. Vincent and the Grenadines, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, docking, airport or other user charges or commissions that represent a Government tax, taxes on purchase or disposition and any other taxes or similar charges in St. Vincent and the Grenadines; and (b) all persons, including contractors and contractor employees financed by the Government of the United States for projects approved by the Government of St. Vincent and the Grenadines, except persons who are citizens of St. Vincent and the Grenadines or whose usual or customary residence is in St. Vincent and the Grenadines, who are present in St. Vincent and the Grenadines to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of St. Vincent and the Grenadines and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into St. Vincent and the Grenadines for their own use, as is accorded by the Government of St. Vincent and the Grenadines to diplomatic personnel of the United States Embassy or to the most favored foreign diplomatic Mission in residence.

Article V. Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of St. Vincent and the Grenadines at the most favorable rate providing the largest number of units of such currency for United States dollars which, at the time conversion is made, is not unlawful in St. Vincent and the Grenadines.

Article VI. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months

after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, may be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States.

The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

Done in duplicate at Kingstown, St. Vincent this 30th day of September, 1983.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

By:

Milan Bish ^[1]

Title

Ambassador

FOR THE GOVERNMENT OF
ST. VINCENT AND THE GRENADINES

By:

R. Milton Cato ^[2]

Title:

Prime Minister

¹ Milan Bish.

² R. Milton Cato.

ARGENTINA

Air Transport Services

Agreement extending the agreement of September 22, 1977, as amended.

Effected by exchange of notes

Signed at Buenos Aires September 9 and October 13, 1983;

Entered into force October 13, 1983.

*The American Chargé d'Affaires ad interim to the Argentine
Minister of Foreign Affairs and Worship*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 234

Buenos Aires, September 9, 1983


Excellency:

I have the honor to refer to the agreement between the United States of America and Argentina concerning air transport relations affected by the exchange of notes September 22, 1977^[1] and to the annexed Memorandum of Understanding, which was amended by an exchange of notes March 11, 1981.^[2]

In recent consultations between delegations representing our two governments, it was agreed that the Memorandum of Understanding, as amended in 1981, be extended through October 31, 1984.

If the foregoing is acceptable to the Government of Argentina, I have the honor to propose that this note and your reply to that effect shall constitute an agreement to extend the Memorandum of Understanding through October 31, 1984.

Accept, Excellency, the renewed assurances of my high consideration.

 ^[3]
Charge d'Affaires ad interim

His Excellency

Juan Ramon Aguirre Lanari,

Minister of Foreign Affairs and Worship,

Buenos Aires.

¹TIAS 8978; 29 UST 2795.

²TIAS 10440; 34 UST 1599.

³John Bushnell.

*The Argentine Minister of Foreign Relations and Worship to the
American Chargé d'Affaires*

Ministro de Relaciones Exteriores y Culto

BUENOS AIRES, 13 de octubre de 1983.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de dirigirme a Vuestra Excelencia con el objeto de acusar recibo de su nota de fecha 9 de setiembre de 1983, cuyo texto es el siguiente:

"Su Excelencia:

" Tengo el honor de dirigirme a usted con referencia al Acuerdo entre los Estados Unidos de América y la Argentina sobre las relaciones de transporte aéreo implementado a través de un intercambio de notas el día 22 de septiembre de 1977, y al Acta de Entendimiento anexa, que fué enmendada por intercambio de notas el día 11 de marzo de 1981.

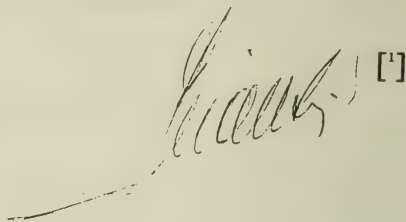
" En reuniones de consulta llevadas a cabo recientemente por delegaciones de representantes de nuestros dos Gobiernos se con vino en extender hasta el 31 de octubre de 1984 el Acta de Entendimiento y su enmienda de 1981. Si lo expresado es aceptable para el gobierno de Argentina, tengo el honor de proponer que esta nota y su respuesta a ella se constituyan en un acuerdo para extender el Acta de Entendimiento hasta el 31 de octubre de 1984.

A SU EXCELENCIA
EL SEÑOR ENCARGADO DE NEGOCIOS DE
LOS ESTADOS UNIDOS DE AMERICA
MINISTRO CONSEJERO D. John BUSHNELL
BUENOS AIRES.

" Acepte su Excelencia las seguridades de mi más distinguida consideración."

En respuesta, me es grato expresar a Vuestra Excelencia que mi Gobierno concuerda con el contenido de vuestra nota precedentemente transcripta y por consiguiente, la misma y la presente nota constituyen un Acuerdo entre nuestros Gobiernos que entra en vigor a partir de hoy.

Saludo a Vuestra Excelencia con mi más distinguida consideración.

A handwritten signature in dark ink, appearing to read 'Aguirre Lanari', followed by a superscripted number 1 in square brackets.

¹ Aguirre Lanari.

TRANSLATION

The Minister of Foreign Relations and Worship

Buenos Aires, October 13, 1983

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of September 9, 1983, which reads as follows:

[For text of the U.S. note, see p. 2976.]

In reply I am pleased to inform Your Excellency that my government concurs on the contents of your note as transcribed above and, therefore, that note and this reply shall constitute an agreement between our governments, which shall enter into force as of today.

Accept, Excellency, the assurances of my highest consideration.

[Signature]

His Excellency
John Bushnell,
Charge d'Affaires of the Embassy of
the United States of America,
Buenos Aires.

JAPAN

Defense: Technology Transfer

*Agreement effected by exchange of notes
Signed at Tokyo November 8, 1983;
Entered into force November 8, 1983.*

*The Japanese Minister for Foreign Affairs to the American
Ambassador*

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定（以下「M D A 協定」という。）に言及する光榮を有します。M D A 協定は、各政府が、他方の政府に対し、援助を供与する政府が承認することがある装備、資材、役務その他の援助を、両政府の間で行うべき細目取極に従つて、使用に供するものとすることを特に規定しています。日本国政府は、M D A 協定に基づき、日本国の防衛能力を向上させる目的で、アメリカ合衆国により行われてきた防衛分野における技術の供与を含む援助を考慮し、また、近年日本国の技術水準が向上してきたこと等により生じた新たな状況を認識して、日米安全保障体制の効果的運用を確保するために、アメリカ合衆国に対し武器技術を供与する途を開くことにより、防衛分野における

技術の相互交流を図ることを決定しました。

この関連で、日本国政府は、武器技術以外の防衛分野における技術の日本国からアメリカ合衆国に対する供与が、従来から、また、現在においても、原則として制限を課されていないことを確認し、関係当事者の発意に基づきかつ相互間の同意により実施される防衛分野における技術のアメリカ合衆国に対する供与を歓迎します。そのような供与は促進されることとなりましょう。

日本国政府の前記の決定に基づき、日本国政府及びアメリカ合衆国政府の代表者は、防衛分野における技術の日本国からアメリカ合衆国への流通を容易にするための方途について討議を行い、その目的のために、日本国からアメリカ合衆国に対する武器技術の供与を実施するための枠組みを設けることを決定し

ました。この討議の結果についての日本国政府の了解は、次のとおりであります。

1 (1) 3の規定に基づいて締結される細目取極に従い、日本国政府は、アメリカ合衆国の防衛能力を向上させるために必要な武器技術であつて2の規定により識別され決定されるもののアメリカ合衆国政府又はその承認する者に対する供与を、日本国の関係法令に従つて承認する。

(2) この了解の適用上、「武器技術」とは、附属書に定義する技術をいい、武器技術の供与を実効あらしめるため必要な物品であつて同附属書に定義する「武器」に該当するものを含む。

2 (1) この了解の実施に関して相互間の協議を必要とするすべての事項に関する日本国政府とアメリカ合衆国政府との間

の協議機関として武器技術共同委員会（以下「J M T C」という。）を設置する。J M T C は、適当な場合には、防衛分野における技術に関する事項について討議することができらる。

(2)

J M T C は、二の国別委員部で構成する。
日本国側委員部は次の者で構成する。

防衛庁の一の代表者

外務省の一の代表者

通商産業省の一の代表者

アメリカ合衆国側委員部は次の者で構成する。

在日本国相互防衛援助事務所の一の代表者

在日本国アメリカ合衆国大使館の一の代表者

(3)

J M T C は、特に、供与されるべき武器技術を識別する

3

に当たつての協議機関として機能する。

(4) J M T C は、東京において、毎年一回会合し、また、いづれか一方の委員部の要請によつて会合する。

(5) 日本国からの武器技術の供与についてのアメリカ合衆国政府の要請に関する関連情報は、当該要請を討議することとなる J M T C の会合に先立ち、外交上の経路を通じて日本国側委員部に伝達される。

(6) 日本国側委員部は、アメリカ合衆国側委員部から受領した情報及び J M T C における討議に基づき、日本政府がアメリカ合衆国政府又はその承認する者に対する供与の承認を行うことが適当である武器技術を決定し、その結果を外交上の経路を通じてアメリカ合衆国側委員部に通知する。この了解を実施するため、特に、供与される武器技術、供

4

与の当事者となる者及び供与の詳細な条件を定める細目取極が両政府の権限のある当局の間で締結される。アメリカ合衆国政府の権限のある当局は、国防省とする。日本国政府の権限のある当局は、外交上の経路を通じてアメリカ合衆国政府に通知される当局とする。

この了解は、特に次のことを規定する M D A 協定及びこれに基づく取極に従つて実施される。

(a) いずれか一方の政府が承認することがあるいかなる援助の供与及び使用も、国際連合憲章と矛盾するものであつてはならない。

(b) 各政府は、M D A 協定に従つて受ける援助を両政府が満足するような方法で平和及び安全保障を促進するため効果的に使用するものとし、いずれの一方の政府も、他方の政

府の事前の同意を得ないでその援助を他の目的のため転用してはならない。

(c) 各政府は、M D A 協定に従つて受ける装備、資材又は役務の所有権又は占有権を、これらの援助を供与する政府の事前の同意を得ないで、自国政府の職員若しくは委託を受けた者以外の者又は他の政府に移転しないことを約束する。

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(1) M D A 協定第三条 1 の規定に従い、アメリカ合衆国政府は、日本国において定められている秘密保護の等級と同等のものを確保する秘密保持の措置をとることに同意し、アメリカ合衆国が受領する秘密の物件、役務又は情報については、日本国政府の事前の同意を得ないで、アメリカ合衆国政府の職員又は委託を受けた者以外の者にその秘密を漏らしてはならない。

(2) アメリカ合衆国政府は、1の規定に基づいて日本国政府が承認する武器技術の供与に関連してアメリカ合衆国において課されることのある租税その他の財政課徴金を免除する。

本大臣は、この了解がアメリカ合衆国政府により受諾される場合には、この書簡及び受諾する旨の閣下の返簡が両政府間の合意を構成するものとみなすこと、並びにその合意が閣下の返簡の日付の日に効力を生じ、かつ、いずれか一方の政府による終了の通告の受領の日の後六箇月が経過する時まで効力を有するものとすることを提案する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百八十三年十一月八日に東京で

日本国外務大臣

安倍晋太郎

アメリカ合衆国特命全権大使

マイケル・J・マンズフィールド閣下

附屬書

(1) 「武器技術」とは、千九百七十六年二月二十七日の武器輸出に関する日本国政府の方針に定義する「武器」の設計、製造又は使用に専ら係る技術をいう。

(2) (a) (1)にいう「武器」は、前記方針において「輸出貿易管理令別表第一の第一九七の項から第二〇五の項までに掲げる物品のうち軍隊が使用するものであつて、直接戦闘の用に供されるもの」と定義されている。同方針は、「武器」製造関連設備は「武器」に準じて取り扱う旨明らかにしている。

(b) 輸出貿易管理令別表第一の関連部分

一九七 銃砲及びこれに用いる銃砲弾（発光又は

一九八	爆発物（銃砲弾を除く。）及びこれを投下し又は発射する装置並びにこれらの部分品及び附属品
一九九	火薬類（爆発物を除く。）及びジェット燃料（総発熱量が一グラム当たり一三、〇〇〇カロリー以上のものに限る。）
二〇〇	爆薬安定剤
二〇一	軍用車両及びその部分品
二〇一の二	軍用船舶及びその船体並びにこれらの部分品

二〇一 の三	軍用航空機並びにその部分品及び附屬品
二〇二	防潜網及び魚雷防ぎよ網並びに磁気機雷 掃海用の浮揚性電らん
二〇三	装甲板、軍用鉄かぶと並びに防弾衣及び その部分品
二〇四	軍用探照燈及びその制御装置
二〇五	軍用の細菌製剤、化学製剤及び放射性製 剤並びにこれらの散布、防護、探知又は 識別のための装置

Translation

Tokyo, November 8, 1983

Excellency,

I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954^[1] (hereinafter referred to as "the MDA Agreement"), which provides, inter alia, that each Government will make available to the other such equipment, materials, services, or other assistance as the Government furnishing such assistance may authorize, in accordance with such detailed arrangements as may be made between them. The Government of Japan, taking into consideration the assistance extended by the United States of America, including the transfer of defense-related technologies, under the MDA Agreement for the purpose of enhancing the defense capability of Japan, and recognizing the new situation which has been brought about by, inter alia, the recent advance of technology in Japan, has decided to reciprocate in the exchange of defense-related technologies in order to ensure the effective operation of the Japan-United States security arrangements, by opening a way for the transfer to the United States of America of military technologies.

His Excellency
Michael J. Mansfield
Ambassador Extraordinary
and Plenipotentiary of
the United States of America

¹ TIAS 2957; 5 UST 661.

In this connection, the Government of Japan confirms that the transfer of any defense-related technologies other than military technologies from Japan to the United States of America has been and is in principle free from restrictions, and welcomes the transfer to the United States of America of defense-related technologies, effected upon the initiative of and by mutual consent of the parties concerned. Such transfer will be encouraged.

On the basis of the said decision by the Government of Japan, the representatives of the Government of Japan and the Government of the United States of America have held discussions on the ways and means to facilitate the flow of defense-related technologies from Japan to the United States of America and, for such purpose, have decided to establish a framework to implement the transfer of military technologies from Japan to the United States of America. The following is the understanding by the Government of Japan of the results of the above-mentioned discussions:

1. (1) Subject to the detailed arrangements to be concluded under paragraph 3, the Government of Japan will authorize, in accordance with the relevant laws and regulations of Japan, transfer to the Government of the United States of America and the persons authorized by it of such military technologies necessary to enhance defense capability of the United States of America, as will be identified and determined in accordance with the provisions of paragraph 2 below.

(2) For the purposes of the present understanding, the term "military technologies" means such technologies as defined in the Annex attached hereto and includes articles which are necessary to make transfer of military technologies effective and fall under "arms" as defined in the said Annex.

2. (1) A Joint Military Technology Commission (hereinafter referred to as "the JMTC") shall be established as the means for consultation between the Government of Japan and the Government of the United States of America on all matters requiring mutual consultation regarding the implementation of the present understanding. The JMTC may discuss, where appropriate, matters concerning defense-related technologies.

(2) The JMTC shall be composed of two national sections.

The Japanese Section shall be composed of:

- a representative of the Defense Agency;
- a representative of the Ministry of Foreign Affairs; and
- a representative of the Ministry of International Trade and Industry.

The United States Section shall be composed of:

- a representative of the Mutual Defense Assistance Office in Japan; and
- a representative of the Embassy of the United States of America in Japan.

(3) The JMTC shall serve, in particular, as the means for consultation in identifying military technologies to be transferred.

(4) The JMTC shall meet in Tokyo annually or upon request from either Section.

(5) The relevant information concerning a request of the Government of the United States of America for transfer of military technologies from Japan shall be communicated to the Japanese Section through the diplomatic channel in advance of a JMTC meeting where such request is to be discussed.

(6) Based on the information received from the United States Section and discussion within the JMTC, the Japanese Section shall determine such military technologies as are appropriate to be authorized by the Government of Japan for transfer to the Government of the United States of America and the persons authorized by it and communicate to the United States Section the result thereof through the diplomatic channel.

3. The detailed arrangements providing for, inter alia, military technologies to be transferred, persons who will be party to the transfer, and the detailed terms and conditions of the transfer, will be concluded between the competent authorities of the two Governments in order to implement the present understanding. The competent authorities of the Government of the United States of America will be the Department of Defense; the competent authorities of the

Government of Japan will be those to be notified to the Government of the United States of America through the diplomatic channel.

4. The present understanding will be implemented in accordance with the MDA Agreement which provides, inter alia:

- (a) that the furnishing and use of any such assistance as may be authorized by either Government shall be consistent with the Charter of the United Nations:
- (b) that each Government will make effective use of assistance received pursuant to the MDA Agreement for the purposes of promoting peace and security in a manner that is satisfactory to both Governments, and neither Government, without the prior consent of the other, will devote such assistance to any other purpose; and
- (c) that each Government undertakes not to transfer to any person not an officer or agent of such Government, or to any other government, title to or possession of any equipment, materials, or services received pursuant to the MDA Agreement, without the prior consent of the Government which furnished such assistance;

and arrangements concluded thereunder.

5. (1) Pursuant to the provisions of Article III, paragraph 1 of the MDA Agreement, the

Government of the United States of America agrees to take such security measures as would guarantee the same degree of security and protection as provided in Japan, and no disclosure to any person not an officer or agent of the Government of the United States of America of classified articles, services or information accepted by the United States of America, will be made without the prior consent of the Government of Japan.

(2) The Government of the United States of America will exempt any taxes or other fiscal levies which may be imposed in the United States of America in connection with the transfer of military technologies authorized by the Government of Japan under the provisions of paragraph 1 above.

I have the honor to propose that, if the above understanding is acceptable to the Government of the United States of America, the present Note and Your Excellency's reply of acceptance shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of Your Excellency's reply and shall remain in force until six months after the date of the receipt of notice of termination by either Government.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Shintaro Abe
Minister for Foreign Affairs
of Japan

ANNEX

(1) The term "military technologies" means such technologies as are exclusively concerned with the design, production and use of "arms" as defined in the Policy Guideline of the Government of Japan on Arms Export of February 27, 1976.

(2) (a) The term "arms" as referred to above is defined in the said Policy Guideline as "goods which are listed from Item No.197 to Item No.205 of Annexed List 1 of the Export Trade Control Order of Japan, and are to be used by military forces and directly employed in combat". The said Policy Guideline proclaims that equipment related to "arms" production will be treated in the same manner as "arms".

(b) The relevant part of Annexed List 1 of the Export Trade Control Order:

197	Firearms and cartridges to be used therefor (including those to be used for emitting light or smoke), as well as parts and accessories thereof (excluding rifle-scopes)
198	Ammunition (excluding cartridges), and equipment for its dropping or launching, as well as parts and accessories thereof

199	Explosives (excluding ammunition) and jet fuel (limited to that the whole calorific value of which is 13,000 calories or more per gram)
200	Explosive stabilizers
201	Military vehicles and parts thereof
201 - 2	Military vessels and the hulls thereof, as well as parts thereof
201 - 3	Military aircraft, as well as parts and accessories thereof
202	Anti-submarine nets and anti-torpedo nets as well as buoyant electric cable for sweeping magnetic mines
203	Armor plates and military steel helmets, as well as bullet-proof jackets and parts thereof
204	Military searchlights and control equipment thereof
205	Bacterial, chemical, and radioactive agents for military use, as well as equipment for dissemination, protection, detection, or identification thereof

*The American Ambassador to the Japanese Minister for Foreign
Relations*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 988

Tokyo, November 8, 1983

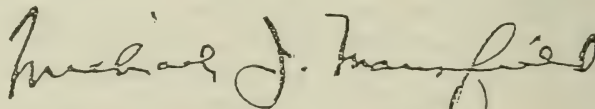
Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

[For translation of the Japanese note, see pp. 2994-3001.]

I have the honor to confirm on behalf of the Government of the United States of America that the foregoing understanding is acceptable to the Government of the United States of America and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of this reply and shall remain in force until six months after the date of the receipt of notice of termination by either Government.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.



Michael J. Mansfield
Ambassador Extraordinary
and Plenipotentiary of
the United States of America

PERU

**Health: Naval Medical Research Institute Detachment
(NAMRID)**

*Agreement signed at Lima October 21, 1983;
Entered into force October 21, 1983.*

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF PERU

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF PERU

Have agreed on the following:

The Governments of the United States of America and the Republic of Peru undertake to cooperate in the area of tropical medicine research on diseases of relevance to the health and well-being of United States and Peruvian naval personnel and the people of the United States and the Republic of Peru.

In order to provide for these cooperative efforts, the Governments of the United States of America and the Republic of Peru enter into this Agreement to provide for the establishment and operation of a tropical medicine research entity in Peru to be called the Naval Medical Research Institute Detachment, Lima (NAMRID). The mission of the detachment is to conduct biomedical research programs on infectious diseases in its assigned geographical area.

ARTICLE I

HELP AND COOPERATION

1. To implement this Agreement, the Government of the Republic of Peru will act through the Ministry of the Navy, represented by the Surgeon General of the Navy, or his official designee. The Surgeon General of the United States Navy, or his official designee, shall be responsible for the Government of the United States of America. Direct

TIAS 10836

liaison between the Surgeons General or their designees is authorized.

2. The obligations of both parties under this Agreement shall be subject to the applicable laws and regulations of their respective countries, including budgetary appropriations.

ARTICLE II

ORGANIZATION, INFORMATION, PUBLICATIONS

1. The Government of Peru, acting through the Ministry of the Navy and the Surgeon General of the Navy, agrees:

a. To establish within the Office of the Surgeon General of the Navy a counterpart to the United States Naval Medical Research and Development Command (NMRDC), hereafter called the Department of Investigations DISANI. This entity will act as the main contact for the Officer in Charge (OIC) of NAMRID and will represent the Surgeon General of the Navy in all matters concerned with a tropical medicine research program.

b. To provide appropriate administrative and laboratory facilities in Lima and Iquitos, the necessary utility requirements for their operation, and to provide all necessary assistance in their maintenance. Temporary control of these facilities will be assigned to the OIC NAMRID.

c. To provide appropriate Peruvian naval personnel at the Lima and Iquitos laboratories, who shall act as liaison with Peruvian authorities and collaborate in a tropical medicine research program.

d. To be responsible for the actions necessary to establish and carry out the details of this Agreement with the Ministry of Foreign

Affairs and other Peruvian ministries and agencies, as required.

2. The Government of the United States of America, acting through the Surgeon General of the United States Navy, agrees:

a. To establish a Naval Medical Research Institute Detachment in Lima, Peru with a field laboratory in Iquitos, Peru, under the management of NMRDC, which will work in cooperation with the Surgeon General of the Navy and the Department of Investigations DISANI to carry out a tropical medicine research program in Peru.

b. Subject to the laws and regulations of the United States of America, to provide such funds, equipment and consumable supplies as may be required for the carrying out of a tropical medicine research program.

c. To assign to NAMRID qualified scientific, administrative and technical personnel, subject to the personnel policies of the United States Navy.

d. To conduct a research program into diseases or health problems of relevance to United States and Peruvian naval personnel and the people of the United States and Peru, and to consult and collaborate on research matters with the Surgeon General of the Navy and, with his approval, with other agencies of the Peruvian Government and private organizations.

e. To provide such services and resources as may be required to support a tropical medicine research program in fulfillment of United States of America requirements, based on the guidance of the Commanding Officer, NMRDC, who will consult with the Surgeon General of the Navy or his designee.

f. To provide summaries of research and technical reports of all scientific information gathered through research which is conducted by NAMRID in Peru to the Surgeon General of the Navy in order that the people of both countries may receive the maximum good from this research program.

g. To provide resources for consultation and collaboration with counterparts within the Peruvian Naval Medical Department and such other Peruvian agencies as may be jointly agreed upon under the guidance of this Agreement.

3. It is furthermore agreed that:

a. The joint planning of the cooperative program developed on the basis of the Agreement, and the approved work plans and procedures will be subject to revision as agreed by the parties, subject to national laws and regulations, as work progresses and experience justifies modification. Regulations adopted with regard to the use of human subjects for biomedical research purposes will be consistent with the laws and regulations in effect within both countries.

b. Each of the cooperating parties will prepare periodic reports of their accomplishments not less than annually and provide copies for the other party. These reports will be fundamentally evaluative, detailing the achievements during that reporting period and proposing the measures necessary to improve the cooperative program.

c. All research studies conducted in the Republic of Peru will be reviewed and clearances obtained from the Ministry of the Navy and NAMRID prior to publication. Publication may be either joint or

separate; however, credit shall always be given to the persons who performed the research and their collaborators.

d. The responsibilities assumed by each of the parties are contingent upon funds being available from which the expenditures legally may be met.

e. This Agreement is to define in general terms the basis on which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each party will handle and expend its own funds for its own or joint expenses. Any expenditures from appropriated funds by the Navy of the United States of America, made for activities conducted pursuant to this Agreement must be made in accordance with the rules and regulations of the United States Government and United States Navy, and in each instance based upon appropriate financial documentation. Personnel of the Ministry of the Navy shall remain under the rules and regulations of the Ministry in the expenditure of Ministry funds.

f. The personnel of NAMRID shall remain under the administrative direction of the OIC NAMRID and will work cooperatively with the personnel of the Ministry of the Navy in the development and execution of the joint research program. Personnel of the Ministry shall remain under the administration and direction of the Ministry.

g. Citizens of Peru employed by NAMRID will be employed under the guidelines applicable to such personnel employed at the Embassy of the United States of America in the Republic of Peru. These personnel will be paid by NAMRID and will be subject to its rules, regulations,

and policies. The Ministry of the Navy shall assist NAMRID in recruiting appropriate local personnel.

h. In coordination with the Surgeon General of the Navy of Peru, NAMRID may organize and conduct medical and scientific field trips throughout Peru to collect research material and specimens for use by its laboratories and to study the environmental factors influencing infectious, parasitic and zoonotic diseases and their means of control. In conducting such field trips, the OIC NAMRID may, if required, establish small temporary field laboratories which will be considered directly subordinate to him. The Ministry of the Navy shall give members of field trips all possible assistance in areas visited during field trips. With the concurrence of the Surgeon General of the Navy or his designee, NAMRID may conduct medical and scientific field trips to bordering countries in response to disease outbreaks that affect the whole region.

ARTICLE III

PERSONNEL

1. United States of America military and civilian personnel assigned or attached to NAMRID and their dependents will be permitted to enter the Republic of Peru for limited periods of time for the purpose of carrying out agreed medical and scientific research projects. In order to identify the individuals in the Republic of Peru, the Embassy of the United States of America will present the appropriate accreditations to the Ministry of Foreign Affairs, specifying their names and positions.

2. All NAMRID military and civilian personnel duly accredited to the Republic of Peru pursuant to this Agreement and their dependents shall be accorded by the Government of Peru the same privileges and immunities accorded to personnel of comparable rank of the United States Embassy in the Republic of Peru. NAMRID personnel and their families shall be entitled to bring into Peru personal effects, household goods, and a vehicle, according to procedures established by the Government of Peru for personnel of the Embassy of the United States of America.

ARTICLE IV

EQUIPMENT, OFFICIAL VEHICLES

Laboratory and other equipment, research materials, other supplies and vehicles brought into the Republic of Peru by NAMRID for the purpose of scientific or medical research projects will be exempt from duty, taxes and other charges in relation to their import, presence and use in Peru, and export. All equipment, materials and supplies provided by the United States Government will be consigned to the OIC NAMRID. In the event of termination of this Agreement, the transfer by sale of such equipment, materials and supplies to the Government of the Republic of Peru shall be the subject of a separate agreement. Vehicles entering the Republic of Peru in accordance with the provisions of this Article may be transferred or sold in Peru in accordance with the procedures and regulations in force which are applicable to the Embassy of the United States of America in Peru.

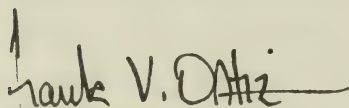
ARTICLE VAUTHENTIC TEXTS

Differences of interpretation of this Agreement shall be resolved by appropriate authorities of each country. The two texts, done in the Spanish and English languages, are equally authentic.

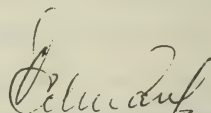
ARTICLE VIEFFECTIVENESS, AMENDMENTS, DURATION

This Agreement shall enter into force upon the date of signature and shall continue indefinitely. The Agreement may be modified by mutual written agreement of the parties, and may be terminated by either party 180 days after giving written notice to the other party.

IN LIMA:

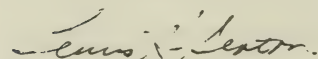


FRANK V. ORTIZ
AMBASSADOR
UNITED STATES OF AMERICA
DATE: 21 OCTOBER 1983

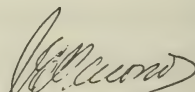


FERNANDO SCHWALB LÓPEZ ALDANA
MINISTER OF FOREIGN AFFAIRS
REPUBLIC OF PERU
DATE: 21 OCTOBER 1983

IN WASHINGTON D.C.:



VADM LEWIS H. SEATON
SURGEON GENERAL
UNITED STATES NAVY
UNITED STATES OF AMERICA
DATE: 14 NOVEMBER 1983



RADM JORGE TENORIO DE LA FUENTE
SURGEON GENERAL
NAVY OF PERU
REPUBLIC OF PERU
DATE: 14 NOVEMBER 1983

CONVENIO

ENTRE

LOS ESTADOS UNIDOS DE AMERICA

Y

LA REPUBLICA DEL PERU

EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Y

EL GOBIERNO DE LA REPUBLICA DEL PERU

Han convenido en lo siguiente:

Los Gobiernos de los Estados Unidos de América y de la República del Perú se obligan a esfuerzos cooperativos en el área de investigación de medicina tropical sobre enfermedades importantes para la salud y el bienestar del personal naval norteamericano y peruano y los pueblos de los Estados Unidos de América y de la República del Perú.

A fin de proveer estos esfuerzos cooperativos, los gobiernos de los Estados Unidos de América y de la República del Perú celebran el presente Convenio con el objeto de disponer el establecimiento y operación de una entidad de investigación de medicina tropical en el Perú, que será denominada la Sub-Unidad del Instituto de Investigación Médico Naval, Lima, Perú (NAMRID). La misión de esta Sub-Unidad es llevar a cabo los programas de investigación biomédica de enfermedades infecto-contagiosas en zonas geográficas que se le asigne.

ARTICULO I

AYUDA Y COOPERACION

1. Para ejecutar este Convenio, el Gobierno de la República del Perú actuará a través del Ministerio de Marina representado por el Director de Sanidad de la Marina o la persona que él designe oficialmente. El Director de Sanidad de la Marina de los Estados Unidos, o la persona que él designe oficialmente, será responsable por el Gobierno de los

Estados Unidos de América. Se autoriza el enlace directo entre los Directores de Sanidad o las personas designadas por ellos.

2. Las obligaciones de ambas partes en virtud de este Convenio estarán sujetas a las leyes y reglamentos pertinentes de los países respectivos, incluyendo las asignaciones presupuestarias.

ARTICULO II

ORGANIZACION, INFORMACION Y PUBLICACIONES

1. El Gobierno del Perú, a través del Ministerio de Marina y el Director de Sanidad de la Marina, acuerda:

a. Establecer dentro de la Dirección de Sanidad de la Marina un ente equivalente al Comando de Investigación y Desarrollo Médico Naval de los Estados Unidos de América (NMRDC), de aquí en adelante denominado "Departamento de Investigación DISANI". Esta unidad actuará como el principal contacto del oficial encargado (OIC) de NAMRID y representará al Director de Sanidad de la Marina en todos los asuntos vinculados al Programa de Investigación de Medicina Tropical.

b. Proporcionar locales apropiados para administración y laboratorios en Lima e Iquitos, servicios necesarios para el funcionamiento de estos locales y proveer toda la asistencia necesaria para el mantenimiento de dichos locales. El control temporal de dichos locales será asignada al OIC de NAMRID.

c. Asignar el personal naval peruano idóneo a los laboratorios de Lima e Iquitos, quienes actuarán como oficiales de enlace con las autoridades peruanas y colaborarán con el Programa de Investigación de Medicina Tropical.

d. Ser responsables por las acciones necesarias para establecer y llevar a cabo los detalles de este Convenio con el Ministerio de Relaciones Exteriores y otros ministerios o entidades competentes de la República del Perú, cuando se solicite.

2. El Gobierno de los Estados Unidos de América, a través del Director de Sanidad de la Marina y en representación de la Marina de los Estados Unidos de América, acuerda:

a. Establecer una Sub-Unidad del Instituto de Investigación Médico Naval en Lima, Perú, con un laboratorio de campo en Iquitos, Perú, administrado por NMRDC el cual trabajará en coordinación con el Director de Sanidad de la Marina y el Departamento de Investigación DISANI a fin de llevar a cabo el Programa de Investigación de Medicina Tropical en el Perú.

b. Sujeto a las leyes y regulaciones de los Estados Unidos de América, proveer fondos, equipos y materiales consumibles que pueden requerirse para llevar a cabo el Programa de Investigación de Medicina Tropical.

c. Asignar a NAMRID personal científico, administrativo y técnico calificado, sujeto a las restricciones aplicadas por la Marina de los Estados Unidos de América.

d. Realizar un programa de investigación de las enfermedades o problemas sanitarios de importancia que afecten el personal naval norteamericano y peruano así como a los pueblos de los Estados Unidos y de la República del Perú y consultar y colaborar en dichos asuntos de investigación con el Director de Sanidad de la Marina y, sujeto a

su aprobación, con otras entidades del Gobierno Peruano y organizaciones privadas.

e. Brindar los servicios y recursos que sean requeridos en apoyo del Programa de Investigación en Medicina Tropical, en cumplimiento de los requerimientos de los Estados Unidos de América, según las directivas del Comandante del NMRDC, quien consultará con el Director de Sanidad de la Marina o la persona que él designe.

f. Proporcionar resúmenes de investigación e informes técnicos de toda la información científica reunida mediante la investigación realizada por NAMRID en el Perú al Director de Sanidad de la Marina Peruana, con el objeto de que las poblaciones de ambos países puedan beneficiarse al máximo de este programa de investigación.

g. Brindar facilidades para consultas y colaboración con entes equivalentes de la sanidad naval y con otras instituciones peruanas que realicen labores de investigación, según lo que se acuerde mutuamente conforme a lo dispuesto en este Convenio.

3. Queda además acordado que:

a. La planificación conjunta del programa de cooperación desarrollado en base a este Convenio, y los planes y procedimientos de trabajo aprobados estarán sujetos a revisión, según acuerdo por ambas partes, y a las leyes y reglamentos pertinentes de cada país, a medida que avance el trabajo y la experiencia justifique cambios. Los reglamentos que se adopten respecto al uso de seres humanos con fines de investigación biomédica serán compatibles con las leyes y reglamentos en vigor en ambos países.

b. Cada una de las partes cooperadoras preparará informes periódicos de sus logros, por lo menos anualmente, y enviará copias de dichos informes a la otra parte. Estos informes serán fundamentalmente evaluadores, detallando los logros alcanzados en el período cubierto por el informe, y proponiendo las medidas necesarias para mejorar el programa de cooperación.

c. Todos los estudios de investigación hechos en la República del Perú serán revisados y estarán sujetos a aprobación previa por el Ministerio de Marina y el NAMRID, para su publicación. La publicación podrá hacerse conjuntamente o por separado; en cualquiera de los casos, se hará mención de las personas que realizaron el trabajo y sus colaboradores.

d. Las responsabilidades asumidas por cada una de las partes están sujetas a la disponibilidad de fondos que harán posible cubrir legalmente los gastos.

e. Este Convenio tiene por objeto definir en términos generales las condiciones que regirán la cooperación entre las partes, y no constituye un compromiso financiero para sustentar gastos. Cada una de las partes administrará y desembolsará sus propios fondos para cubrir los gastos propios o comunes. Cualquier gasto sufragado con fondos asignados por el Departamento de la Marina de los Estados Unidos de América, efectuado según lo dispuesto en este Convenio, deberá estar conforme con las normas y reglamentos del Gobierno de los Estados Unidos y la Marina de los Estados Unidos, y estar sustentado en cada caso por documentos financieros adecuados. El personal del

Ministerio de Marina continuará sujeto a las normas y reglamentos del Ministerio para el desembolso de fondos del Ministerio.

f. El personal de NAMRID permanecerá bajo la dirección administrativa del OIC NAMRID y trabajará en cooperación con el personal del Ministerio de Marina en el desarrollo y ejecución del programa conjunto de investigación. El personal del Ministerio continuará bajo las órdenes y administración del Ministerio.

g. Los ciudadanos peruanos contratados por NAMRID se regirán por las normas laborales aplicables al personal empleado en la Embajada de los Estados Unidos de América en la República del Perú. Dicho personal será pagado por NAMRID y estará sujeto a sus normas, regulaciones y políticas. El Ministerio de Marina asistirá al NAMRID en la contratación de personal local idóneo.

h. En coordinación con el Director de Sanidad de la Marina del Perú NAMRID podrá organizar y realizar expediciones médicas y científicas por todo el Perú para recoger materiales y especímenes de investigación a ser usados por sus laboratorios, y para estudiar los factores ambientales que influyen en enfermedades infecto-contagiosas, parasitarias y zoonóticas y sus medios de control. Al realizar dichas expediciones, el OIC NAMRID podrá establecer, si es necesario, laboratorios temporales de campaña que serán considerados directamente dependientes de él. El Ministerio de Marina dará a los expedicionarios toda la asistencia posible en las áreas a visitarse durante estas expediciones. Con la aprobación del Director de Sanidad de la Marina o de la persona que el designe, NAMRID podrá realizar expediciones

médicas y científicas a países limítrofes en respuesta a brotes de enfermedades que afecten a toda la región.

ARTICULO III

PERSONAL

1. El personal civil y militar de los Estados Unidos de América asignado o destacado a NAMRID, y sus familiares, estará autorizado a ingresar a la República del Perú por períodos de tiempo limitado, con el objeto de realizar proyectos de investigación médica y científica acordados. A fin de identificar a las personas mencionadas en la República del Perú, la Embajada de los Estados Unidos de América efectuará ante el Ministerio de Relaciones Exteriores la respectiva acreditación, especificando sus nombres y cargos.

2. Todo el personal civil y militar de NAMRID debidamente acreditado en la República del Perú en virtud de este Convenio, y sus familiares, recibirán del Gobierno del Perú los mismos privilegios e inmunidades otorgados a personal de rango comparable de la Embajada de los Estados Unidos en la República del Perú. El personal de NAMRID y sus familiares estarán facultados para internar al Perú sus bienes personales, enseres domésticos y un vehículo, conforme a lo establecido por el Gobierno del Perú para el personal de la Embajada de los Estados Unidos de América.

ARTICULO IV

EQUIPOS, VEHICULOS OFICIALES

El equipo de laboratorio y otros, materiales de investigación, otros bienes y vehículos internados a la República del Perú por NAMRID

para uso en proyectos de investigación médica o científica, estarán exonerados de derechos, impuestos y otros tributos en relación con su importación, presencia y uso en el Perú, y exportación de los mismos. Todo equipo, material y bienes proporcionados por el Gobierno de los Estados Unidos se consignarán al OIC NAMRID. Si este Convenio terminase, la transferencia por venta de dichos equipos, materiales y bienes al Gobierno de la República del Perú será objeto de un convenio separado. Los vehículos que ingresen a la República del Perú conforme a lo dispuesto en este Artículo podrán ser transferidos o vendidos en el Perú de acuerdo a los procedimientos y regulaciones vigentes para la Embajada de los Estados Unidos de América en el Perú.

ARTICULO V

TEXTOS AUTENTICOS

Las diferencias de interpretación de este Convenio serán resueltas por las autoridades apropiadas de cada país. Ambos textos, redactados en los idiomas inglés y castellano, son igualmente auténticos.

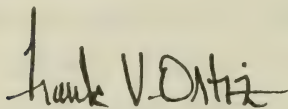
ARTICULO VI

VIGENCIA, ENMIENDAS, DURACION

Este Convenio entrará en vigor en la fecha de su suscripción y continuará vigente indefinidamente. El Convenio podrá ser modificado mediante acuerdo mutuo por escrito entre las partes y podrá ser rescindido por cualquiera de las partes por lo menos 180 días con

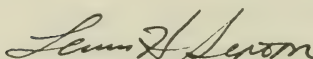
posterioridad a la presentación de una notificación escrita a la otra parte.

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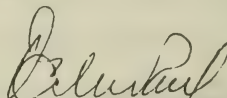


FRANK V. ORTIZ
EMBAJADOR DE LOS
ESTADOS UNIDOS DE AMERICA
FECHA: EL 21 OCTUBRE 1983

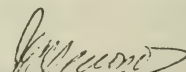
EN WASHINGTON D.C.:



VALM LEWIS H. SEATON
DIRECTOR DE SANIDAD
MARINA DE LOS ESTADOS UNIDOS
ESTADOS UNIDOS DE AMERICA
FECHA: EL 14 NOVIEMBRE 1983



FERNANDO SCHWALB-LOPEZ ALDANA
MINISTRO DE RELACIONES EXTERIORES
DEL PERU
FECHA: EL 21 OCTUBRE 1983



CALM JORGE TENORIO DE LA FUENTE
DIRECTOR DE SANIDAD DE LA MARINA
MARINA DE GUERRA DEL PERU
REPUBLICA DEL PERU
FECHA: EL 14 NOVIEMBRE 1983

ITALY

Extradition

Treaty signed at Rome October 13, 1983;

Transmitted by the President of the United States of America to the Senate April 18, 1984 (Treaty Doc. No. 98-20, 98th Cong., 2d Sess.);

Reported favorably by the Senate Committee on Foreign Relations June 20, 1984 (S. Ex. Rept. No. 98-33, 98th Cong., 2d Sess.);

Advice and consent to ratification by the Senate June 28, 1984;

Ratified by the President August 10, 1984;

Ratified by Italy May 23, 1984;

Ratifications exchanged at Washington September 24, 1984;

Proclaimed by the President October 31, 1984;

Entered into force September 24, 1984.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Extradition Treaty between the Government of the United States of America and the Government of the Republic of Italy was signed at Rome on October 13, 1983, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of June 28, 1984, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on August 10, 1984, in pursuance of the advice and consent of the Senate, and was ratified on the part of the Republic of Italy;

It is provided in Article XXIV of the Treaty that the Treaty shall enter into force upon the exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on September 24, 1984, and accordingly the Treaty entered into force on September 24, 1984;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty to the end that it be observed and fulfilled with good faith on and after September 24, 1984, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL]

DONE at the city of Washington
this thirty-first day of
October in the year of
our Lord one thousand
nine hundred eighty-four
and of the Independence
of the United States of
America the two hundred
ninth.

Ronald Reagan

By the President:

George P. Shultz

Secretary of State

EXTRADITION TREATY BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF ITALY

The Government of the United States of America and the
Government of the Republic of Italy,

Recognizing their close cooperation in the repression of crimes;

Desiring to make such cooperation even more effective;

Seeking to conclude a new Treaty for the reciprocal extradition
of offenders;

Have agreed as follows:

ARTICLE I

Obligation to Extradite

The Contracting Parties agree to extradite to each other, pursuant to the provisions of this Treaty, persons whom the authorities of the Requesting Party have charged with or found guilty of an extraditable offense.

ARTICLE II

Extraditable Offenses

1. An offense, however denominated, shall be an extraditable offense only if it is punishable under the laws of both Contracting Parties by deprivation of liberty for a period of more than one year or by a more severe penalty. When the request for extradition relates to a person who has been sentenced, extradition shall be granted only if the duration of the penalty still to be served amounts to at least six months.

2. An offense shall also be an extraditable offense if it consists of an attempt to commit, or participation in the commission of, an offense described in paragraph 1 of this Article. Any type of association to commit offenses described in paragraph 1 of this Article, as provided by the laws of Italy, and conspiracy to commit an offense described in paragraph 1 of this Article, as provided by the laws of the United States, shall also be extraditable offenses.

3. When extradition has been granted for an extraditable offense, it shall also be granted for any other offense specified in the request even if the latter offense is punishable by less than one year's deprivation of liberty, provided that all other requirements for extradition are met.

4. The provisions of this Article apply whether or not the offense is one for which United States federal law requires proof of an element, such as interstate transportation, the use of the facilities of interstate commerce, or the effects upon such commerce, since such an element is required for the sole purpose of establishing the jurisdiction of United States federal courts.

ARTICLE III

Jurisdiction

When an offense has been committed outside the territory of the Requesting Party, the Requested Party shall have the power to grant extradition if its laws provide for the punishment of such an offense or if the person sought is a national of the Requesting Party.

ARTICLE IV

Extradition of Nationals

A Requested Party shall not decline to extradite a person because such a person is a national of the Requested Party.

ARTICLE V

Political and Military Offenses

1. Extradition shall not be granted when the offense for which extradition is requested is a political offense, or if the person whose surrender is sought proves that the request for surrender has been made in order to try or punish him or her for a political offense.

2. For the purpose of the application of paragraph 1 of this Article, an offense with respect to which both Contracting Parties have the obligation to submit for prosecution or to grant extradition pursuant to a multilateral international agreement, or an offense against the life, physical integrity or liberty of a Head of State or Government or a member of their respective families, or any attempt to commit such an offense, will be presumed to have the predominant character of a common crime when its consequences were or could have been grave. In determining the gravity of the offense and its consequences, the fact that the offense endangered public safety, harmed persons unrelated to the political purpose of the offender, or was committed with ruthlessness shall, in particular, be taken into account.

3. Extradition shall not be granted for offenses under military law which are not offenses under ordinary criminal law.

ARTICLE VI

Non Bis in Idem

Extradition shall not be granted when the person sought has been convicted, acquitted or pardoned, or has served the sentence imposed, by the Requested Party for the same acts for which extradition is requested.

ARTICLE VII

Pending Proceedings for the Same Acts

Extradition may be refused if the person sought is being proceeded against by the Requested Party for the same acts for which extradition is requested.

ARTICLE VIII

Lapse of Time

Extradition shall not be granted when the prosecution, or the enforcement of the penalty, for the offense for which extradition has been requested has become barred by lapse of time under the laws of the Requesting Party.

ARTICLE IX

Capital Punishment

When the offense for which extradition is requested is punishable by death under the laws of the requesting Party and the laws of the requested Party do not provide for such punishment for that offense, extradition shall be refused unless the requesting Party provides such assurances as the requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

ARTICLE X

Extradition Requests and Supporting Documents

1. Requests for extradition shall be made through the diplomatic channel.
2. All requests for extradition shall be accompanied by:
 - (a) documents, statements or other information which set forth the identity and probable location of the person sought, with, if available, physical description, photographs and fingerprints;
 - (b) a brief statement of the facts of the case, including the time and location of the offense;
 - (c) the texts of the laws describing the essential elements and the designation of the offense for which extradition is requested;
 - (d) the texts of the laws describing the punishment for the offense; and

- (e) the texts of the laws describing the time limit on the prosecution or the execution of the punishment for the offense.

3. A request for extradition which relates to a person who has not yet been convicted shall also be accompanied by:

- (a) a certified copy of the arrest warrant or any order having similar effect;
- (b) a summary of the facts of the case, of the relevant evidence and of the conclusions reached, providing a reasonable basis to believe that the person sought committed the offense for which extradition is requested; in the case of requests from Italy such a summary shall be written by a magistrate, and in the case of requests from the United States it shall be written by the prosecutor and shall include a copy of the charge; and
- (c) documents establishing that the person sought is the person to whom the arrest warrant or equivalent order refers.

4. A request for extradition which relates to a person who has been convicted shall, in addition to those items set forth in paragraph 2 of this Article, be accompanied by:

- (a) a copy of the judgment of conviction, or, in the case of the United States, if the person has been found guilty but not yet sentenced, a statement by a judicial officer to that effect;
- (b) if the penalty has been pronounced, a copy of the sentence and a statement as to the duration of the penalty still to be served; and

- (c) documents establishing that the person sought is the person convicted.

5. If the person sought has been convicted in absentia or in contumacy, all issues relating to this aspect of the request shall be decided by the Executive Authority of the United States or the competent authorities of Italy. In such cases, the Requesting Party shall submit such documents as are described in paragraphs 2, 3 and 4 of this Article and a statement regarding the procedures, if any, that would be available to the person sought if he or she were extradited.

6. The documents which accompany an extradition request shall be made available in English and Italian by the Requesting Party.

7. The documents which accompany an extradition request shall be admissible into evidence when:

- (a) in the case of a request from the United States, they are certified by a judge, magistrate or other United States official and are sealed by the Secretary of State;
- (b) in the case of a request from Italy, they are signed by a judge or other Italian judicial authority and are certified by the principal diplomatic or consular officer of the United States in Italy.

ARTICLE XI

Additional Documentation

1. If the Requested Party considers that the documentation furnished in support of a request for extradition is incomplete or otherwise does not conform to the requirements of this Treaty, that Party shall request the submission of necessary additional documentation. The Requested Party shall set a reasonable time limit for the submission of such documentation, and shall grant a reasonable extension of that time limit upon an application by the Requesting Party setting forth the reasons requiring the extension.

2. If the person sought is in custody and the additional documentation submitted is incomplete or otherwise does not conform to the requirements of this Treaty, or if such documentation is not received within the period specified by the Requested Party, that person may be discharged from custody. Such discharge shall not prejudice the re-arrest and the extradition of the person sought if a new request and the additional documentation are delivered at a later date.

ARTICLE XII

Provisional Arrest

1. In case of urgency, either Contracting Party may apply for the provisional arrest of any person charged or convicted of an extraditable offense. The application for provisional arrest shall be made either through the diplomatic channel or directly between the United States Department of Justice and the Italian Ministry of Grace and Justice, in which case the communication facilities of the International Criminal Police Organization (Interpol) may be used.

2. The application shall contain: a description of the person sought including, if available, the person's nationality; the probable location of that person; a brief statement of the facts of the case including, if possible, the time and location of the offense and the available evidence; a statement of the existence of a warrant of arrest, with the date it was issued and the name of the issuing court; a description of the type of offenses, a citation to the sections of law violated and the maximum penalty possible upon conviction, or a statement of the existence of a judgment of conviction against that person, with the date of conviction, the name of the sentencing court and the sentence imposed, if any; and a statement that a formal request for extradition of the person sought will follow.

3. On receipt of the application, the Requested Party shall take the appropriate steps to secure the arrest of the person sought. The Requesting Party shall be promptly notified of the result of its application.

4. Provisional arrest shall be terminated if, within a period of 45 days after the apprehension of the person sought, the Executive Authority of the Requested Party has not received a formal request for extradition and the supporting documents required by Article X.

5. The termination of provisional arrest pursuant to paragraph 4 of this Article shall not prejudice the re-arrest and extradition of the person sought if the extradition request and the supporting documents are delivered at a later date.

ARTICLE XIII

Decision and Surrender

1. The Requested Party shall promptly communicate to the Requesting Party through the diplomatic channel its decision on the request for extradition.

2. The Requested Party shall provide reasons for any partial or complete rejection of the request for extradition and a copy of the court's decision, if any.

3. When an extradition request has been granted, the competent authorities of the Contracting Parties shall agree on the time and place of the surrender of the person sought. If, however, that person is not removed from the territory of the Requested Party within the agreed time, that person may be set at liberty, unless a new date for surrender has been agreed upon.

ARTICLE XIV

Deferred Surrender and Temporary Surrender

After a decision on a request for extradition has been rendered in the case of a person who is being proceeded against or is serving a sentence in the Requested Party for a different offense, the Requested Party shall have the authority to:

- (a) defer the surrender of the person sought until the conclusion of the proceedings against that person or the full execution of any punishment that may be or may have been imposed; or

- (b) temporarily surrender the person sought to the Requesting Party solely for the purpose of prosecution. A person so surrendered shall be kept in custody while in the Requesting Party and shall be returned to the Requested Party at the conclusion of the proceedings against that person, in accordance with conditions to be determined by mutual agreement of the Contracting Parties.

ARTICLE XV

Requests for Extradition Made by Several States

The Executive Authority of the Requested Party, upon receiving requests from the other Contracting Party and from one or more other States for the extradition of the same person, either for the same offense or for different offenses, shall determine to which State it will extradite that person. In making its decision, the Executive Authority shall consider all relevant factors, including:

- (a) the place in which the offense was committed;
- (b) the gravity of the respective offenses, where the requesting States are requesting extradition for different offenses;
- (c) the possibility of re-extradition between the requesting States; and
- (d) the order in which the requests were received.

ARTICLE XVI

Rule of Speciality and Re-Extradition

1. A person extradited under this Treaty may not be detained, tried or punished in the Requesting Party except for:

- (a) the offense for which extradition has been granted or when the same facts for which extradition was granted constitute a differently denominated offense which is extraditable;
- (b) an offense committed after the surrender of the person; or
- (c) an offense for which the Executive Authority of the United States or the competent authorities of Italy consent to the person's detention, trial or punishment. For the purpose of this subparagraph, the Requested Party may require the submission of the documents called for in Article X.

2. A person extradited under this Treaty may not be extradited to a third State unless the surrendering Party consents.

3. Paragraphs 1 and 2 of this Article shall not prevent the detention, trial or punishment of an extradited person in accordance with the laws of the Requesting Party, or the extradition of that person to a third State, if:

- (a) that person leaves the territory of the Requesting Party after extradition and voluntarily returns to it; or
- (b) that person does not leave the territory of the Requesting Party within 30 days of the day on which that person is free to leave.

ARTICLE XVII

Simplified Extradition

If the person sought irrevocably agrees in writing to surrender to the Requesting Party after having been advised by a judge or competent magistrate of the right to formal proceedings and the protections afforded under this Treaty, the Requested Party may surrender the person without formal proceedings.

ARTICLE XVIII

Surrender of Articles, Instruments, Objects and Documents

1. All articles, instruments, objects of value, documents and other evidence relating to the offense may be seized and surrendered to the Requesting Party. Such property may be surrendered even when extradition cannot be effected. The rights of third parties in such property shall be duly respected.

2. The Requested Party may condition the surrender of the property upon satisfactory assurance from the Requesting Party that the property will be returned to the Requested Party as soon as practicable, and may defer its surrender if it is needed as evidence in the Requested Party.

ARTICLE XIX

Transit

1. Either Contracting Party may authorize transit through its territory of a person surrendered to the other by a third State. The Contracting Party requesting transit shall provide the transit State, through the diplomatic channel, a request for transit which shall contain a description of the person and a brief statement of the facts of the case.

2. No authorization for transit shall be required when air transportation is used and no landing is scheduled in the territory of the other Contracting Party. If an unscheduled landing occurs in the territory of that Contracting Party, it shall detain the person being transited not less than 96 hours while awaiting a request for transit pursuant to paragraph 1 of this Article.

ARTICLE XX

Assistance and Representation

The United States Department of Justice shall advise, assist and represent the Republic of Italy in any proceedings in the United States arising out of a request for extradition made by the Republic of Italy.

The Italian Ministry of Grace and Justice, through all means permitted by its legal system, shall advise, assist and provide for the representation of the United States of America in any proceedings in Italy arising out of a request for extradition made by the United States of America.

ARTICLE XXI

Expenses

The Requesting Party shall pay the expenses related to the translation of documents and the transportation of the person sought from the city where confined to the Requesting Party. The Requested Party shall pay all other expenses related to the provisional arrest, extradition request and proceedings. Any expenses related to transit under Article XIX shall be borne by the Requesting Party.

The Requested Party shall make no pecuniary claim against the Requesting Party arising out of the arrest, detention or surrender of persons sought under the terms of this Treaty.

ARTICLE XXII

Scope of Application

This Treaty shall apply to offenses committed before as well as after the date this Treaty enters into force.

ARTICLE XXIII

Denunciation

Either Contracting Party may terminate this Treaty at any time by giving written notice to the other Contracting Party. Termination shall be effective six months after the date of receipt of such notice.

ARTICLE XXIV

Ratification and Entry into Force

1. This Treaty shall be subject to ratification. The instruments of ratification shall be exchanged at Washington as soon as possible.

2. This Treaty shall enter into force immediately upon the exchange of the instruments of ratification.^[1]

3. Upon the entry into force of this Treaty, the Treaty on Extradition between the United States of America and the Republic of Italy, signed at Rome on January 18, 1973,^[2] and the Supplementary Protocol, signed at Rome on November 9, 1982,^[3] shall cease to have effect; however, extradition proceedings pending in a Requested Party at the time this Treaty enters into force shall be subject to the prior Treaty, except that Article II of this Treaty should also be applicable to such proceedings. Article XIV of this Treaty shall also apply to persons found extraditable under the prior Treaty.

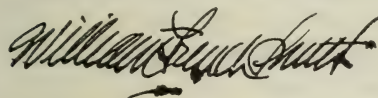
¹ Sept. 24, 1984.

² TIAS 8052; 26 UST 493.

³ Not printed; never entered into force.

DONE at Rome, this thirteenth day of October, 1983 in duplicate
in the English and Italian languages, both equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

 [1]

FOR THE GOVERNMENT OF
THE REPUBLIC OF ITALY

 [2]

¹ William French Smith.

² Nino Martinazzoli.

TRATTATO DI ESTRADIZIONE
TRA IL GOVERNO DEGLI STATI UNITI D'AMERICA E
IL GOVERNO DELLA REPUBBLICA ITALIANA

Il Governo degli Stati Uniti d'America ed il Governo della Repubblica Italiana,
Prendendo atto della loro stretta cooperazione nella repressione dei reati;
Desiderando rendere ancora più efficace detta cooperazione;
Desiderando concludere un nuovo Trattato per la reciproca estradizione dei criminali;
Hanno convenuto quanto segue:

ARTICOLO I
Obbligo di estradare

Le Parti Contraenti concordano di consegnarsi reciprocamente, in applicazione delle disposizioni del presente Trattato, le persone che siano perseguite o che siano state condannate dalle autorità della Parte richiedente per un reato che dà luogo all'extradizione.

ARTICOLO II
Reati che danno luogo all'extradizione

1. Un reato, comunque denominato, dà luogo ad estradizione solamente se è punibile secondo le leggi di entrambe le

Parti Contraenti con una pena restrittiva della libertà per un periodo superiore ad un anno o con una pena più severa. Quando la richiesta di estradizione si riferisce ad una persona che sia già stata condannata, l'extradizione è concessa solamente se la pena ancora da scontare è di almeno sei mesi.

2. Un reato dà luogo all'extradizione anche se consiste nel tentativo di commettere o nel concorso nella commissione di un reato previsto al paragrafo 1 del presente articolo. Ogni forma di associazione per commettere reati di cui al paragrafo 1 del presente articolo, così come previsto dalle leggi italiane, e la "conspiracy" per commettere un reato di cui al paragrafo 1 del presente articolo, così come previsto dalle leggi statunitensi, è altresì considerato reato che dà luogo all'extradizione.
3. Quando l'extradizione è stata concessa per un reato che dà luogo all'extradizione, questa è altresì concessa per qualsiasi altro reato indicato nella richiesta anche se quest'ultimo reato è punibile con una pena restrittiva della libertà inferiore ad un anno, purché siano soddisfatti tutti gli altri requisiti per l'extradizione.
4. Le disposizioni del presente articolo si applicano indipendentemente dalla circostanza che si tratti di un reato per il quale la legge federale degli Stati Uniti richieda la prova di un elemento, come il passaggio da uno stato ad un altro, l'utilizzazione dei mezzi per il commercio interstatale, o gli effetti su tale commercio, dato che detto elemento è richiesto al solo fine di stabilire la giurisdizione delle Corti federali degli Stati Uniti.

ARTICOLO III

Giurisdizione

Quando un reato è stato commesso al di fuori del territorio della Parte richiedente, la Parte richiesta ha il potere di concedere l'estradizione se le sue leggi prevedono la punibilità di tale reato o se la persona richiesta è un cittadino della Parte richiedente.

ARTICOLO IV

Estradizione dei cittadini

La Parte richiesta non può rifiutare l'estradizione di una persona solo perchè questa persona è cittadina della Parte richiesta.

ARTICOLO V

Reati politici e reati militari

1. L'estradizione non è concessa se il reato per il quale è richiesta è un reato politico, o se la persona richiesta dimostra che la domanda è stata presentata allo scopo di sottoporla a giudizio, o di punirla per un reato politico.
2. Ai fini dell'applicazione del paragrafo 1 del presente articolo, un reato per il quale entrambi le Parti Contraenti hanno l'obbligo di procedere penalmente o di concedere l'estradizione in virtù di un accordo internazionale multilaterale o un reato contro la vita, l'integrità fisica o la libertà di un Capo di Stato o di Gover-

no, o di un membro delle rispettive famiglie o qualsiasi tentativo di commettere un tale reato, si considera avere prevalente carattere di reato comune quando le conseguenze siano state o avrebbero potuto essere gravi. Nel determinare la gravità del reato o delle sue conseguenze, si terrà conto, in particolare, della circostanza che il reato abbia posto in pericolo la sicurezza pubblica, abbia colpito persone estranee alle finalità politiche dell'autore del reato, o sia stato commesso con particolare efferatezza.

3. L'extradizione non è concessa per i reati previsti dalle leggi militari che non siano reati in base alla legge penale comune.

ARTICOLO VI

Non bis in idem

L'extradizione non è concessa quando la persona richiesta è stata condannata, assolta o graziata, o ha scontato la pena inflittale dalla Parte richiesta per gli stessi fatti per i quali l'extradizione è domandata.

ARTICOLO VII

Procedimenti in corso per gli stessi fatti

L'extradizione può essere rifiutata se la persona richiesta è sottoposta a procedimento dalla Parte richiesta per gli stessi fatti per i quali l'extradizione è domandata.

ARTICOLO VIII

Prescrizione

L'extradizione non è concessa se, per il reato per il quale è richiesta, l'azione penale o l'esecuzione della pena sono prescritte per decorso del tempo secondo le leggi della Parte richiedente.

ARTICOLO IX

Pena capitale

Se il reato per il quale viene chiesta l'extradizione è punibile con la pena di morte secondo le leggi della Parte richiedente, e le leggi della Parte richiesta non prevedono, per il reato in questione, tale pena, l'extradizione sarà rifiutata salvo che la Parte richiedente non si impegni con garanzie ritenute sufficienti dalla Parte richiesta, a non fare infliggere la pena di morte oppure, se inflitta, a non farla eseguire.

ARTICOLO X

Domanda di estradizione e documenti relativi

1. Le richieste di estradizione sono inoltrate per via diplomatica.
2. Tutte le richieste di estradizione sono accompagnate da:
 - a) documenti, dichiarazioni o altre informazioni che specifichino l'identità della persona richiesta ed il luogo ove probabilmente essa si trova, con, se disponibile, la descrizione fisica, fotografie ed impronte

- digitali;
- b) una breve esposizione dei fatti in questione, che includa il tempo ed il luogo del reato;
 - c) i testi di legge che descrivano gli elementi essenziali e la denominazione del reato per il quale l'estradizione è richiesta;
 - d) i testi di legge che stabiliscono la pena per il reato; e
 - e) i testi di legge che regolano la prescrizione dell'azione penale o dell'esecuzione della pena per il reato.
3. Le richieste di estradizione che riguardano persone che non siano state ancora riconosciute colpevoli devono essere accompagnate da:
- a) una copia certificata conforme del mandato di arresto o di qualsiasi altro ordine che abbia un effetto analogo;
 - b) una relazione sommaria dei fatti, delle prove pertinenti e delle conclusioni raggiunte, che fornisca una base ragionevole per ritenere che la persona richiesta abbia commesso il reato per il quale viene domandata l'estradizione; nel caso di richieste da parte dell'Italia, tale relazione sarà redatta da un magistrato e, nel caso di richieste da parte degli Stati Uniti, dal "prosecutor" e comprenderà, in tale ipotesi, una copia dell'atto di accusa; e
 - c) documenti dai quali risulti che la persona richiesta è quella cui si riferisce il mandato di arresto o l'ordine equivalente.

4. Una richiesta di estradizione che riguarda una persona che è stata condannata o riconosciuta colpevole, è accompagnata, in aggiunta a quanto previsto nel paragrafo 2 del presente articolo, da:
 - a) una copia della sentenza di condanna o, se trattasi di persona che negli Stati Uniti è stata riconosciuta colpevole, ma cui non è stata ancora comminata la pena, una attestazione in tal senso di un funzionario giudiziario;
 - b) se la pena è stata comminata, una copia della sentenza e una attestazione sulla durata della pena ancora da espiare; e
 - c) documenti dai quali risulti che la persona richiesta è la persona riconosciuta colpevole.
5. Se la persona richiesta è stata condannata "in absentia" o in contumacia, tutte le questioni connesse a tale aspetto della domanda sono decise dall'Autorità Esecutiva degli Stati Uniti o dalle competenti autorità italiane. In tali casi, la Parte richiedente deve produrre i documenti indicati nei paragrafi 2, 3 e 4 del presente articolo e una dichiarazione riguardante le eventuali procedure cui potrebbe far ricorso la persona richiesta se fosse estradata.
6. I documenti che accompagnano la richiesta di estradizione devono essere forniti dalla Parte richiedente in italiano ed in inglese.
7. I documenti che accompagnano la richiesta di estradizione sono ammissibili come mezzo di prova se:
 - a) nel caso di richiesta dagli Stati Uniti, sono autenticati da un giudice, da un magistrato o da un altro

funzionario degli Stati Uniti e muniti del sigillo del Segretario di Stato;

- b) nel caso di una richiesta dall'Italia, sono firmati da un giudice o da altra autorità giudiziaria italiana e sono autenticati dal funzionario diplomatico o consolare, di grado più elevato, degli Stati Uniti in Italia.

ARTICOLO XI

Documentazione aggiuntiva

1. Se la Parte richiesta considera che la documentazione fornita a sostegno di una richiesta di estradizione è incompleta o altrimenti non conforme ai requisiti previsti dal presente Trattato, tale Parte richiederà la presentazione della necessaria documentazione aggiuntiva. La Parte richiesta fisserà un limite di tempo ragionevole per la presentazione di tale documentazione e concederà una ragionevole proroga qualora la Parte richiedente ne faccia domanda illustrando le ragioni che richiedano tale proroga.
2. Se la persona ricercata è in stato di detenzione e la documentazione aggiuntiva presentata è incompleta o altrimenti non conforme ai requisiti previsti dal presente Trattato, o se tale documentazione non è ricevuta entro il periodo fissato dalla Parte richiesta, la persona può essere messa in libertà. Tale scarcerazione non pregiudicherà un nuovo arresto e l'extradizione della persona ricercata se una nuova domanda e la documentazione aggiuntiva sono inviate in una data successiva.

ARTICOLO XII

Arresto provvisorio

1. In caso di urgenza, ciascuna Parte contraente può richiedere l'arresto provvisorio di una persona imputata o riconosciuta colpevole di un reato che dà luogo ad estradizione. La domanda di arresto provvisorio deve essere inoltrata per via diplomatica, o direttamente tra il Dipartimento di Giustizia degli Stati Uniti e il Ministero italiano di Grazia e Giustizia, nel qual caso potranno essere utilizzati i canali di comunicazione dell'Organizzazione Internazionale di Polizia Criminale (INTERPOL).
2. La domanda deve contenere: la descrizione della persona richiesta, ivi compresa, se possibile, la sua nazionalità; il luogo dove probabilmente si trova; un breve resoconto dei fatti, ivi compresi, se possibile, il tempo ed il luogo del commesso reato e le prove disponibili; un attestato dell'esistenza di un mandato di arresto, con la data in cui è stato emesso e il nome dell'autorità giudiziaria che lo ha emesso; l'indicazione dei titoli dei reati, la citazione degli articoli di legge violati e della pena massima che può essere inflitta con la sentenza, oppure una attestazione dell'esistenza di una sentenza di condanna contro tale persona con l'indicazione della data della pronuncia, dell'autorità giudiziaria che la ha pronunciata e della pena eventualmente inflitta; e una dichiarazione attestante che una formale domanda di estradizione di detta persona farà seguito.
3. Una volta ricevuta la domanda, la Parte richiesta effettuerà i passi necessari per assicurare l'arresto della

persona richiesta. La Parte richiedente verrà prontamente informata del risultato della sua domanda.

4. L'arresto provvisorio avrà termine se entro un periodo di 45 giorni dall'arresto della persona richiesta, l'autorità esecutiva della Parte richiesta non avrà ricevuto la formale domanda di estradizione e la documentazione relativa prevista dall'Articolo X.
5. La cessazione dell'arresto provvisorio prevista in base al paragrafo 4 del presente articolo non pregiudicherà un nuovo arresto e l'extradizione della persona richiesta se la domanda di estradizione e la documentazione relativa verranno consegnate in una data successiva.

ARTICOLO XIII

Decisione e consegna

1. La Parte richiesta comunicherà senza indugio alla Parte richiedente per via diplomatica la propria decisione sulla domanda di estradizione.
2. La Parte richiesta fornirà i motivi di ogni rigetto, parziale o totale, della domanda di estradizione e una copia della decisione della autorità giudiziaria, se esiste.
3. Quando la domanda di estradizione è accolta, le competenti autorità delle Parti Contraenti si accorderanno sulla data ed il luogo della consegna della persona richiesta. Se tuttavia, tale persona non è estradata dal territorio della Parte richiesta entro il termine concordato, essa può essere messa in libertà, salvo che una nuova data per la consegna sia stata concordata.

ARTICOLO XIV

Rinvio della consegna e consegna temporanea

Dopo aver deciso sulla richiesta di estradizione nei confronti di una persona sottoposta a procedimento penale o che stia scontando una pena nel territorio della Parte richiesta per un reato diverso, la Parte richiesta ha il potere di:

- a) rinviare la consegna della persona richiesta fino alla conclusione del procedimento penale o fino a che essa non abbia scontato interamente la pena che gli sia inflitta o gli sia stata inflitta; oppure
- b) consegnare temporaneamente la persona richiesta alla Parte richiedente esclusivamente ai fini del procedimento penale. La persona che è stata consegnata temporaneamente dovrà essere tenuta sotto custodia mentre si trova nel territorio della Parte richiedente ed essere riconsegnata al termine del procedimento penale contro di essa, conformemente alle condizioni che verranno fissate di comune accordo fra le Parti Contraenti.

ARTICOLO XV

Richieste di estradizione presentate da più Stati

L'Autorità esecutiva della Parte richiesta, se riceve domanda dall'altra Parte Contraente e da uno o più altri Stati per l'extradizione della stessa persona, per lo stes-

so reato o per reati diversi, deciderà verso quale Stato estradare tale persona. Nel prendere la sua decisione l'Autorità esecutiva terrà conto di tutti gli elementi pertinenti, ivi compresi:

- a) il luogo in cui è stato commesso il reato;
- b) la gravità dei rispettivi reati nel caso in cui gli Stati richiedenti domandino l'estradizione per differenti reati;
- c) la possibilità di una nuova estradizione tra gli Stati richiedenti; e
- d) l'ordine in cui le richieste sono state ricevute.

ARTICOLO XVI

Principio di specialità e nuova estradizione

1. Una persona estradata in base al presente Trattato non può essere detenuta, giudicata, o punita, nella Parte richiedente salvo che per:

- a) il reato per il quale l'estradizione è stata concessa, o quando gli stessi fatti per i quali l'estradizione è stata concessa costituiscono un reato, diversamente qualificato, che possa dar luogo ad estradizione;
- b) un reato commesso dopo la consegna della persona; oppure
- c) un reato per il quale l'Autorità esecutiva degli Stati Uniti o le competenti Autorità italiane consentano che la persona sia tenuta in stato di detenzione, sottoposta a giudizio, o punita. Ai fini dell'applica-

zione del presente sottoparagrafo, la Parte richiesta può domandare la presentazione dei documenti previsti nell'Articolo X.

2. Una persona estradata in base al presente Trattato non può essere estradata in un terzo Stato senza il consenso della Parte che la ha consegnata.
3. I paragrafi 1 e 2 del presente articolo non impediranno la detenzione, la sottoposizione a giudizio o la punizione di una persona estradata in conformità con le leggi della Parte richiedente, né l'extradizione di tale persona verso un terzo Stato, se:
 - a) tale persona, avendo lasciato il territorio della Parte richiedente dopo l'extradizione, vi ritorni volontariamente, oppure
 - b) tale persona non lascia il territorio della Parte richiedente entro 30 giorni dal giorno in cui è libera di partire.

ARTICOLO XVII

Estradizione semplificata

Se la persona richiesta, dopo essere stata resa edotta da un giudice o da un magistrato competente del suo diritto ad un procedimento formale ed alla protezione concessale ai sensi del presente Trattato, acconsente, irrevocabilmente e per iscritto, di essere consegnata alla Parte richiedente, la Parte richiesta può consegnare tale persona senza procedimento formale.

ARTICOLO XVIII

Consegna di beni, strumenti, oggetti e documenti

1. Tutti i beni, strumenti, oggetti di valore, documenti e altre prove riguardanti il reato possono essere sequestrati e consegnati alla Parte richiedente. Tali beni possono essere consegnati anche nel caso in cui l'estradizione non possa essere effettuata. I diritti di terzi su tali beni sono debitamente fatti salvi.
2. La Parte richiesta può condizionare la consegna dei predetti beni ad una soddisfacente garanzia della Parte richiedente che gli stessi beni verranno restituiti alla Parte richiesta non appena possibile e può differirne la consegna se è necessario per ragioni di prova nella Parte richiesta.

ARTICOLO XIX

Transito

1. Le Parti Contraenti possono autorizzare il transito attraverso il proprio territorio di una persona consegnata all'altra da un terzo Stato. La Parte Contraente che richiede il transito inoltrerà allo Stato di transito, per via diplomatica, una domanda in tal senso contenente la descrizione della persona e un breve resoconto dei fatti riguardanti il caso.
2. Non è richiesta alcuna autorizzazione di transito nel caso venga usato il trasporto aereo e nessuno scalo sia previsto nel territorio dell'altra Parte Contraente. Se

un imprevisto scalo avviene nel territorio di detta Parte Contraente, quest'ultima tratterrà la persona da far transitare per almeno 96 ore in attesa dell'arrivo della domanda di transito prevista nel paragrafo 1 del presente articolo;

ARTICOLO XX

Assistenza e rappresentanza

Il Dipartimento di Giustizia degli Stati Uniti consiglia, assiste e rappresenta la Repubblica Italiana in qualsiasi procedimento avente luogo negli Stati Uniti e derivante da una richiesta di estradizione presentata dalla Repubblica Italiana.

Il Ministero italiano di Grazia e Giustizia, con tutti i mezzi previsti dal proprio ordinamento, consiglia, assiste gli Stati Uniti d'America e provvede per la loro rappresentanza in qualsiasi procedimento avente luogo in Italia e derivante da una richiesta di estradizione presentata dagli Stati Uniti d'America.

ARTICOLO XXI

Spese

La Parte richiedente pagherà le spese riguardanti la traduzione di documenti ed il trasporto della persona richiesta dalla città dov'essa è trattenuta nella Parte richiedente. La Parte richiesta pagherà qualsiasi altra spesa riguardante l'arresto provvisorio, la richiesta di estradizione e i relativi procedimenti. Qualsiasi spesa riguardan-

te il transito previsto dall'Articolo XIX sarà a carico della Parte richiedente.

La Parte richiesta non presenterà alcuna domanda di rimborso alla Parte richiedente per quanto riguarda l'arresto, la detenzione o la consegna delle persone richieste in applicazione del presente Trattato.

ARTICOLO XXII

Ambito di applicazione

Il presente Trattato si applica ai reati commessi prima e dopo la sua entrata in vigore.

ARTICOLO XXIII

Denuncia

Ambedue le Parti Contraenti potranno denunciare il presente Trattato in qualsiasi momento dandone notifica scritta all'altra Parte Contraente. La denuncia avrà effetto sei mesi dopo la data di ricevimento della notifica.

ARTICOLO XXIV

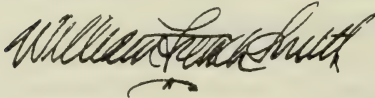
Ratifica ed entrata in vigore

1. Il presente Trattato è soggetto a ratifica. Gli strumenti di ratifica verranno scambiati a Washington non appena possibile.
2. Il presente Trattato entrerà in vigore al momento dello scambio degli strumenti di ratifica.

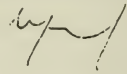
3. All'entrata in vigore del presente Trattato, il Trattato di estradizione tra gli Stati Uniti d'America e la Repubblica Italiana firmato a Roma il 18 gennaio 1973, e il Protocollo supplementare firmato a Roma il 9 novembre 1982, cesseranno di avere effetto; tuttavia i procedimenti di estradizione in corso nella Parte richiesta al momento dell'entrata in vigore del presente Trattato continueranno ad essere disciplinati dal precedente Trattato, salvo per quanto riguarda l'Articolo II di questo Trattato che si applica anche a tali procedimenti. L'Articolo XIV di questo Trattato si applica anche alle persone dichiarate estradabili in base al precedente Trattato.

Fatto a Roma, il 13 ottobre 1983 in duplice originale nella lingua inglese ed italiana, ambedue i testi facenti egualmente fede.

Per gli Stati Uniti d'America



Per la Repubblica Italiana



ISRAEL

Aviation: Technical Assistance

Memorandum of agreement signed at Washington January 27, 1983;

Entered into force January 27, 1983.

NAT-I-1498

MEMORANDUM OF AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND THE

STATE OF ISRAEL
ISRAEL AIRPORTS AUTHORITY

WHEREAS, the Government of the United States of America, represented by the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the FAA, is able to furnish services requested by the Israel Airports Authority, referred to as IAA; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958, as amended,^[1] directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States and abroad and Section 5 of the International Aviation Facility Act of 1948, as amended,^[2] authorizes the FAA to accept funds from any foreign government as payment for any facilities supplied or services performed for such government; and

WHEREAS, Section 313(d) of the Federal Aviation Act, as amended,^[3] authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft;

¹ 72 Stat. 749; 49 U.S.C. § 1346.

² 62 Stat. 451; 49 U.S.C. § 1154.

³ 72 Stat. 753; 49 U.S.C. § 1354.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - Purpose of the Agreement

This Memorandum of Agreement (MOA) establishes the general terms and conditions under which the FAA will, within its capability, available resources, and legislative authority, provide IAA technical assistance and expertise in developing and improving air traffic operations in the Ben Gurion Airport terminal area. Included in this effort will be participation with the IAA in implementing an ATC tower, arrangements to provide for an ASR-8 radar system pending the acquisition of a replacement radar system by IAA, and ARTS type automated ATC system, as well as development and implementation of procedures for their operational use. Also included will be the provision of training of Israeli specialists in several disciplines, at a level similar to those rendered by the FAA to its personnel, and may include familiarization with and temporary residence at similar FAA facilities. Logistics support would also be provided. IAA, when procuring a replacement radar, will consider the procurement of the ASR-8 or an ASR-9 among other alternatives.

ARTICLE II - Description of Services

All services rendered and other resources and commodities provided under this Agreement shall be specified in corresponding Annexes which when agreed by the parties will become part of this Agreement.

The parties agree that each Annex will contain a description of the tasks to be performed by FAA personnel for IAA, the manpower, material, and other resources required to accomplish these tasks, the estimated cost of the tasks to be performed by FAA, identification of IAA/FAA offices to which financial statements will be rendered, and an implementation schedule based on the IAA project team's projections.

General Agreement will be administered by:

for IAA Chairman of the Board of
 Directors
 Israel Airports Authority

for FAA Federal Aviation Administration
 Office of International Aviation
 800 Independence Avenue, S.W.
 Washington, D. C. 20591

ARTICLE III - Status of FAA Personnel in Israel

A. The parties agree that FAA personnel assigned to this program will retain their legal status as citizens of the United States. FAA employees and their supervision and administration shall be in accordance with personnel policies and procedures of the FAA. Said employees shall observe the standards of discipline and trustworthiness which are mandatory for officials in public service.

B. FAA personnel will receive local support from the IAA. This support will include transportation, office space, and administrative support related to project accomplishment.

C. The FAA specialists will be serving as technical consultants to the IAA at the invitation of the IAA. FAA specialists will be made available on as-needed basis either on-site or in the U.S., as determined jointly by the IAA project team and FAA.

ARTICLE IV - Liability

The State of Israel (SOI) by the Israel Airports Authority (IAA) agrees that no claim will be brought by the SOI, its instrumentalities or employees, against the Government of the United States, the Department of Transportation, the Federal Aviation Administration, or any instrumentality, officer or contract employees of the United States, arising out of activities under this Agreement. The SOI further agrees to defend any suit brought against the United

States, the Department of Transportation, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement and to hold the Government of the United States, the Department of Transportation, the FAA, or any instrumentality or officer of the United States, harmless against any claim for personal injury, death, property damage or other loss arising out of activities under this Agreement.

ARTICLE V - Financial Provisions

A. Except for local support provided by IAA in accordance with the appropriate Annex, FAA shall arrange and pay necessary costs of providing the services under this Agreement in accordance with U.S. Government regulations and practices, and shall be reimbursed for the costs.

If for any reason IAA is unable to fully provide the support specified in the appropriate Annex or if the support is not equivalent to that prescribed in pertinent U.S. regulations, the FAA may obtain or provide such additional support as necessary to accomplish its tasks. Such FAA costs for additional support to IAA will be reimbursed by IAA in accordance with Article V(B) below.

B. IAA shall pay to FAA such amounts as are set forth in Annexes made a part of this Agreement, including all costs arising from termination of this Agreement or any of its Annexes made by IAA.

C. Payment for services set forth in the Annexes shall occur within sixty (60) days of receipt of bills, as provided for by the U.S. Government regulations. Such payments shall be made by U.S. dollar check and made payable to the Federal Aviation Administration and sent to the address identified in the Annexes to this Agreement.

D. In the event that payment, referred to above, is not rendered within sixty (60) days from the date of billing, U.S. Government regulations require that late charges be assessed for each additional thirty (30) day period or portion thereof during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

ARTICLE VI - Identification

For identification purposes, Agreement Number NAT-I-1498 has been assigned by FAA to identify this program and should be referred to in related correspondence. Any correspondence related to specific Annexes to this Agreement shall likewise refer to the assigned Annex Number as appropriate.

ARTICLE VII - Amendments

Any change in the services to be furnished under this Agreement, or any additional cost that may arise over the total estimated amounts stated in an Annex, shall be the basis for coordination and concurrence between IAA and FAA and shall be considered an amendment to this Agreement and related Annexes.

ARTICLE VIII - Resolution of Disagreements

Any disagreement regarding the interpretation or application of this Memorandum of Agreement will be resolved by consultation between the parties and will not be referred to any international tribunal or third party for settlement.

ARTICLE IX - Effective Date and Termination

This Agreement will be signed by the authorized representatives of the FAA and IAA and will become effective upon a written notification of the IAA to the FAA as to the effective date to be given not later than February 15, 1983, and shall remain in effect until terminated by either party.^[1] This Agreement and related Annexes may be terminated at any time by either party by 90 days notice in writing. Any such termination should take into consideration the mutual requirement that the system should continue in operation in Israel for a minimum period of two years after any such termination.

¹ Entered into force Jan. 27, 1983.

ARTICLE X - Authorization

The FAA and the IAA agree to the provisions of this Agreement as indicated by the signature of their authorized officers.

STATE OF ISRAEL
ISRAEL AIRPORTS AUTHORITY

By:  [1]Title: Chairman of the BoardDate: JAN 27 1983

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By:  [2]Title: The AdministratorDate: JAN 27 1983

¹ Arye Y. Grozbord.

² J. Lynn Helms.

SENEGAL

Defense: International Military Education and Training (IMET)

*Agreement effected by exchange of notes
Dated at Dakar February 25 and July 15, 1983;
Entered into force July 15, 1983.*

*The American Embassy to the Senegalese Ministry of Foreign Affairs*EMBASSY OF THE
UNITED STATES OF AMERICA

No. 52

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Senegal and has the honor to refer to the provisions of United States Law affecting eligibility for U.S. military assistance and training.

The provisions of the International Security Assistance and the Export Control Act of 1976^[1] establish new statutory authority for military education and training which heretofore has been furnished by the United States Government as a defense service under its military assistance program. In addition, they prohibit the furnishing of such training unless the recipient country agrees that it will observe certain conditions regarding such training. These conditions are that, without the consent of the United States Government, the recipient country will not permit the use of such services or training by anyone not an officer, employee, or agent of that country; that it will not transfer or permit their transfer by gift, sale, or otherwise; that it will not use them or permit their use for purposes other than those for which furnished; that it will maintain their security; that it will permit continuous observation and review by United States Government representatives regarding their use; and that, unless the United States Government consents to other disposition, it will return them to the United States Government when no longer needed.

In order to implement this law, and to preserve the eligibility of the Government of the Republic of Senegal for military training thereunder, it is proposed that the Government of the Republic of Senegal provide the following assurances :

1.- That it will not, without the consent of the United States Government,

a) Permit any use of services or training, furnished by the United States Government by anyone not an officer, employee, or agent of the Government of the Republic of Senegal.

b) Transfer or permit any officer, employee, or agent of the Government of the Republic of Senegal to transfer such services or training by gift, sale, or otherwise, or

c) Use or permit the use of such services or training for purposes other than those for which furnished by the United States Government.

¹ 90 Stat. 729; 22 U.S.C. § 2151 note.

2.- That it will maintain the security of such services or training as are furnished by the United States Government; and will provide substantially the same degree of security protection afforded to such services or training by the United States Government.

3.- That it will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such services or training, and

4.- That it will return to the United States Government such services or training materials furnished on a grant basis as are no longer needed for the purposes for which furnished, unless the United States Government consents to other disposition.

5.- It is further proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of the Republic of Senegal shall, together with this Note, constitute an agreement between the Governments on this subject, to be effective from the date of the Ministry's Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Senegal the assurances of its highest consideration.



Embassy of the United States of America
Dakar, February 25, 1983

*The Senegalese Ministry of Foreign Affairs to the American
Embassy*

S. 7/85

S. 7/85

N° 1 2 2 /HAE/DAPC/ASIE

15 JUIL. 1983

Le Ministère des Affaires étrangères de la République du Sénégal présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Dakar et, se référant à sa note verbale n° 52 du 25 février 1983, relative à la proposition du gouvernement américain de conclure un Accord en matière d'assistance militaire et de contrôle des exportations d'armement avec le gouvernement sénégalais, a l'honneur de porter à sa connaissance ce qui suit :

L'examen des clauses énoncées dans cette note verbale n'appelant, de la part des autorités sénégalaises compétentes, aucune objection particulière, le gouvernement sénégalais accepte que les deux notes verbales échangées entre l'Ambassade des Etats-Unis d'Amérique à Dakar et le Ministère des Affaires étrangères constituent, dans ce domaine, un Accord entre le gouvernement de la République du Sénégal et celui des Etats-Unis d'Amérique.

Le Ministère des Affaires étrangères de la République du Sénégal saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Dakar les assurances de sa haute considération.

- AMBASSADE DES ETATS-UNIS
D'AMERIQUE AU SENEGAL

- DAKAR / -



TIAS 10889

TRANSLATION

No. 1122/MAE/DAPC/ASIE

July 15, 1983

The Ministry of Foreign Affairs of the Republic of Senegal presents its compliments to the Embassy of the United States of America at Dakar and with reference to its note verbale No. 52 of February 25, 1983, concerning the American Government's proposal to conclude an agreement on military assistance and arms export control with the Senegalese Government, has the honor to inform it of the following:

Inasmuch as an examination of the terms of this note verbale calls forth no particular objection on the part of the competent Senegalese authorities, the Senegalese Government agrees that the two notes verbale exchanged by the Embassy of the United States of America at Dakar and the Ministry of Foreign Affairs shall constitute, in this respect, an agreement between the Government of the Republic of Senegal and the Government of the United States of America.

Embassy of the United States
of America in Senegal,
Dakar.

The Ministry of Foreign Affairs of the Republic of Senegal avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

[Ministry stamp]

ITALY

Satellites: Launching Services

*Memorandum of understanding signed at Washington and Rome
September 29 and October 10, 1983;
Entered into force March 5, 1984.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE CONSIGLIO NAZIONALE DELLE RICERCHE,
AN AGENCY OF THE GOVERNMENT OF ITALY
CONCERNING THE FURNISHING OF
LAUNCH AND ASSOCIATED SERVICES
FOR
THE ITALSAT PROGRAM

The National Aeronautics and Space Administration of the United States of America (hereinafter referred to as NASA) and Consiglio Nazionale Delle Ricerche (hereinafter referred to as CNR) set forth in this Memorandum of Understanding their general agreement as to their responsibilities and to the terms and conditions under which NASA will furnish launch and associated services for the space segment of the Italsat Program (hereinafter referred to as Italsat) on a reimbursable basis, utilizing the Space Transportation System (STS).

CNR and NASA intend, that at an appropriate time in the future they will negotiate and enter into Launch Services Agreement(s), which will be subject to U.S. law and which will express the specific terms and conditions under which NASA will furnish launch and associated services for the Italsat Program consistent with the general agreement set forth in this Memorandum of Understanding.

NASA will provide launch services, in accordance with the United States policy governing the provision of launch assistance announced October 9, 1972, for those satellite projects and payloads which are for peaceful purposes and are consistent with U.S. obligations under relevant international agreements and arrangements binding on the U.S., and with U.S. laws and regulations and published policy.

The purpose of the Italsat Program is to place in a geostationary orbit an experimental-preoperational telecommunication satellite. The mission consists in experimenting the following payloads:

- a) multispots payload at 20/30 GHz
- b) global coverage payload at 20/30 GHz
- c) propagation experiment at 40 GHz and 50 GHz

This in order to demonstrate the operational capabilities of a technologically advanced payload.

Apogee and perigee propulsive stages and related airborne equipment, if any, constitute a portion of the Italsat payloads.

ARTICLE I

RESPONSIBILITIES

NASA and CNR shall agree, in the relevant Launch Services Agreement(s), on their responsibilities for exchanging relevant technical, operational and mission-unique data and providing those services appropriate and necessary for the implementation of the mission(s) covered by this Memorandum of Understanding.

ARTICLE II

REIMBURSEMENT PROVISIONS

Reimbursement for launch services will be specified in the Launch Services Agreement(s) consistent with the terms of 14 CFR 1214 for the STS. Any revisions in reimbursement provisions published after the signature of the Launch Services Agreement(s) will not be retroactively applied to such agreement(s), unless such application is agreed to in writing by both parties.

ARTICLE III

LIABILITY

The Launch Services Agreement(s) to be entered into shall state the allocation of any liability that may arise out of the launch and associated services to be provided by the United States and by its contractors and subcontractors under this Memorandum of Understanding.

ARTICLE IV

EXCHANGE AND HANDLING OF DATA

Data to be provided under Article I will be exchanged by NASA and CNR through their respective project managers and will be used and handled as provided under the relevant Launch Services Agreement(s). In the event that, in accordance with the Launch Services Agreement(s), it is necessary for CNR to furnish data which it has designated as proprietary, NASA will protect such designated data to the extent permitted under U.S. law.

ARTICLE V

REGISTRATION OF SPACE OBJECTS

CNR shall ensure that each CNR space object separated in earth orbit from its launch vehicle shall be registered in accordance with the Convention on the Registration of Objects Launched Into Outer Space, 28 U.S.T. 695, T.I.A.S. No. 8480,¹ and that appropriate information regarding the space object shall be furnished to the Secretary General of the United Nations. CNR shall have jurisdiction and control over space objects upon

¹ Done at New York Jan. 14, 1975.

separation from their respective launch vehicles. NASA shall ensure that the launch vehicles shall be registered in accordance with the Convention.

ARTICLE VI

DURATION AND AMENDMENT

A. This Memorandum of Understanding shall terminate on December 31, 1988. It may be terminated prior to that date by either party upon six months' written notice.

B. This Memorandum of Understanding may be amended by written consent of the parties.

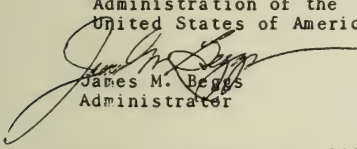
C. Termination of this Memorandum of Understanding under Section A. above shall not affect the obligations of NASA and CNR with respect to launch and associated services provided after that date under a Launch Services Agreement executed on or before that date. In the event of termination, any financial questions arising therefrom will be resolved in accordance with the Launch Services Agreement or other applicable agreement(s) between the parties; or, if no agreement has been concluded, by reference to 14 CFR 1214; or, in the absence of applicable Regulations, by negotiation on the basis of precedents established in Launch Service Agreements between NASA and other customers.

ARTICLE VII

ENTRY INTO FORCE

This Memorandum of Understanding will enter into force upon written confirmation by the Government of the United States and the Government of Italy.¹

For the National
Aeronautics and Space
Administration of the
United States of America

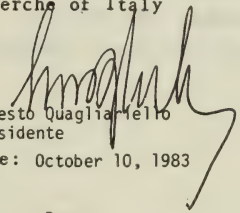


James M. Beggs
Administrator

Date: September 29, 1983

Place: Washington, DC

For the Consiglio
Nazionale delle
Ricerche of Italy



Ernesto Quagliariello
Presidente

Date: October 10, 1983

Place: Roma

¹ Mar. 5, 1984.

URUGUAY

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Washington September 22, 1983;

Entered into force February 15, 1984.

INTERNATIONAL EXPRESS
MAIL AGREEMENT
BETWEEN
THE NATIONAL DIRECTORATE OF POSTS OF URUGUAY
AND
THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Uruguay and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention^[1] adopted by the Congress of the Universal Postal Union from time to time;

¹ TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

- (i) The identification number of the customer contract, which number shall be indicated on each item sent;
- (ii) the names and addresses of the sender and designated addressee;
- (iii) the days of the week designated by the customer as scheduled dispatch days;
- (iv) the time of day delivery is requested;
- and
- (v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

- (a) be packed in a manner adapted to the nature of the contents and the conditions of transport;
- (b) bear the names and addresses of the addressee and of the sender; and
- (c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

- (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,
- (b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.
2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.
2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.
3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules
and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

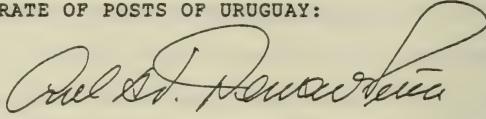
1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.^[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

¹ Feb. 15, 1984.

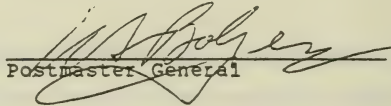
Done in duplicate and signed at Washington, D.C. on
the 22nd day of September, 1983.

FOR THE NATIONAL DIRECTORATE OF POSTS OF URUGUAY:

 [1]

Director General of Posts

FOR THE UNITED STATES POSTAL SERVICE:

 [2]

Postmaster General

¹ Dewar Vina.

² William F. Bolger.

DETAILED REGULATIONS OF THE INTERNATIONAL
EXPRESS MAIL AGREEMENT
BETWEEN
THE NATIONAL DIRECTORATE OF POSTS OF URUGUAY
AND
THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the National Directorate of Posts of Uruguay and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

- (a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;
- (b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;
- (c) the rates and dues established under the Agreement; and,
- (d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed \$250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.
2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.
3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.
4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.
2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.
3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

- (a) the exchange office of destination; and
- (b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.
2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.
3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.
2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.
3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason, whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

COLOMBIA

Fisheries

*Agreement effected by exchange of notes;
Dated at Bogota October 24 and December 6, 1983;
Entered into force December 6, 1983;
Effective March 1, 1984.*

The American Embassy to the Colombian Ministry of Foreign Relations

No. 711

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Colombia and has the honor to refer to the Treaty between the Government of the United States of America and the Government of the Republic of Colombia concerning the status of Quita Sueno, Roncador, and Serrana, signed at Bogota on September 8, 1972^[1] ("the Treaty") and to the accompanying exchange of notes concerning fishing rights. The Government of the United States notes that the Treaty and exchange of notes guarantee certain fishing rights to nationals and vessels of the United States. In order to ensure the effective implementation of these provisions, the Government of the United States proposes that the Parties establish the following procedures, effective March 1, 1984.

1. The Government of the United States shall provide annually to the Government of the Republic of Colombia a list of fishing vessels which intend to fish pursuant to the Treaty. The Government of the United States may add vessels to the list during the course of the year. However, fishing activity cannot be initiated until ten days after the date when the Government of the Republic of Colombia has been notified. The Government of the Republic of Colombia shall acknowledge receipt of the

¹TIAS 10120; 33 UST 1405.

lists and shall provide gratis to the Government of the United States certificates ("the certificates or the certificate") to be transmitted to the listed vessels. The certificate shall be carried on board and shall be valid until December 31 of the year of issuance. United States flag fishing vessels shall be required to have only United States documentation and the certificate in order to fish in the areas referred to in Articles 2 and 3 of the Treaty and described in paragraph 5 below ("described areas").

2. The Government of the United States shall advise all United States vessels on the list to report to designated authorities of the Government of the Republic of Colombia of their arrival in and departure from the described areas. For the purpose of collecting statistics on the fishery resources, the notice of departure shall include a statement regarding the quantity and species of the catch. The Government of the Republic of Colombia shall advise the Government of the United States in a timely manner of the location of the Colombian authorities designated to receive reports from the vessels, as well as appropriate radio frequency and monitoring schedules for vessels.

3. The Colombian authorities may request of United States flag fishing vessels documents that normally are carried by such vessels, as well as the certificates. The United States authorities shall make every effort to ensure that the vessels on the list carry on board such documentation.

4. (a) The Colombian authorities may board a United States flag vessel fishing in the described areas for the purpose of inspecting its documents and verifying the authenticity of the information contained therein. Such boarding, inspection and verification shall be conducted with a minimum of interference to the fishing vessel.

(b) If a vessel is not carrying on board United States documentation, but carries the certificate, the Government of the Republic of Colombia shall immediately notify the Government of the United States of this situation and seek verification of United States registry or nationality. If the Government of the United States confirms United States registry or nationality, the vessel shall be promptly released and shall be permitted to continue fishing.

(c) If a vessel is carrying on board United States documentation but not the certificate, it may not fish unless it is on or added to the list and the certificate has been issued. In this case, until December 31, 1984, a vessel may fish in the described areas without the certificate on board and the ten-day period set out in paragraph 1 shall not apply. However, the vessel may not fish in described areas unless the Embassy of the United States of America in Bogota retains the certificate on behalf of the vessel and makes it available for inspection by the Government of the Republic of Colombia.

(d) If a vessel is carrying on board neither United States documentation nor the certificate, it shall be required to leave the area and shall not be permitted

to return until fifteen days have elapsed from the date of boarding, and the vessel is on or has been added to the list and the certificate has been issued. After December 31, 1984, the procedures set out in this subparagraph shall also apply to vessels that carry on board United States documentation but not the certificate.

5. The Parties agree that the adjacent waters to Quita Sueno described in Article 2 cover the area enclosed by coordinates 13 degrees 55 minutes north by 14 degrees 43 minutes north and 80 degrees 55 minutes west by 81 degrees 28 minutes west and the waters adjacent described in Article 3 are the areas within 12 nautical miles of Roncador and Serrana measured from the baselines from which the breadth of the territorial sea is measured.

6. The procedures established in this note shall be subject to modification only by mutual written agreement of both governments.

The Embassy of the United States of America proposes that the Government of the Republic of Colombia affirm by reply note the agreement of the Parties adopting these procedures to implement the Treaty of 1972 and the accompanying exchange of notes of September 8, 1972, concerning fishing rights.

A handwritten signature in dark ink, appearing to be 'B. T.' with a long, sweeping underline.

Embassy of the United States of America,
Bogota, October 24, 1983.

TIAS 10842

*The Colombian Ministry of Foreign Relations to the American
Embassy*

DM.-

01763

El Ministerio de Relaciones Exteriores presenta su atento saludo a la Embajada de los Estados Unidos con ocasión de referirse al Tratado entre el Gobierno de los Estados Unidos y el Gobierno de Colombia relacionado con el status de Quitasueño, Roncador y Serrana firmado en Bogotá el 8 de septiembre de 1972 (el Tratado) y las notas respectivas relacionadas con los derechos de pesca.

El Gobierno de Colombia con el fin de regular los derechos de pesca a ciudadanos y buques de los Estados Unidos acordados en el citado instrumento, está de acuerdo en establecer los siguientes procedimientos que entrarán en vigencia a partir del 1o. de marzo de 1984:

1. El Gobierno de Estados Unidos deberá presentar anualmente al Gobierno de la República de Colombia la relación de los buques que proyecten adelantar faenas de pesca de conformidad con lo establecido por el Tratado. El Gobierno de los Estados Unidos podrá adicionar buques a la lista durante el curso del año. No obstante, las actividades de pesca no podrán iniciarse sino 10 días después, contados a partir de la fecha en que se haya notificado al Gobierno de la República de Colombia. El Gobierno de la República

de Colombia avisará recibo de las listas y expedirá sin costo alguno los Certificados (Certificados Colombianos) al Gobierno de los Estados Unidos para que sean entregados a los buques incluidos en la relación. Los Certificados deberán ser llevados a bordo y serán válidos hasta el 31 de diciembre del año en que hayan sido expedidos. Para pescar en las áreas a que se refieren los Artículos 2 y 3 del Tratado descritas en el Parágrafo 5 (áreas descritas) a los buques pesqueros de bandera de los Estados Unidos solo se les podrá exigir la documentación de los Estados Unidos y el Certificado.

2. El Gobierno de los Estados Unidos deberá solicitar a los buques que haya incluido en la lista que reporten a las autoridades que el Gobierno de Colombia señale, su ingreso y salida de las áreas descritas. Con el fin de obtener datos estadísticos sobre los recursos pesqueros, se deberá especificar en el informe de salida, la cantidad y tipo de las especies capturadas. El Gobierno de la República de Colombia deberá informar oportunamente al Gobierno de los Estados Unidos la localización de las autoridades designadas para recibir los informes de los buques, así como la radio-frecuencia y el horario de escucha o recepción de mensajes.

3. Las autoridades Colombianas podrán exigir a los buques pesqueros de bandera de los Estados Unidos la documentación que esos buques normalmente llevan, así como el Certificado. El Gobierno de los Estados Unidos hará todos los esfuerzos para asegurar que los buques lleven a bordo dichos documentos.

4. (A) Las autoridades Colombianas podrán abordar en las áreas descritas, un buque pesquero de bandera de los Estados Unidos con el fin de inspeccionar sus documentos y verificar la autenticidad de la información contenida en ellos. Dicho abordaje, verificación e inspección serán ejecutados con el mínimo de interferencia a los buques pesqueros.

(B) Si un buque no lleva a bordo la documentación de los Estados Unidos pero porta el Certificado, el Gobierno de Colombia notificará inmediatamente de este hecho al Gobierno de los Estados Unidos para efectos de la verificación del registro y/o nacionalidad estadounidense de la nave. Si el Gobierno de los Estados Unidos confirma el registro o la nacionalidad, el buque será prontamente liberado y se le permitirá continuar pescando.

(C) Si un buque lleva a bordo la documentación de los Estados Unidos pero no porta el Certificado no podrá pescar a no ser que esté en la lista o sea incluido en ella y el Certificado haya sido expedido. En este caso, hasta el 31 de diciembre de 1984, el buque podrá pescar en las áreas descritas sin el Certificado a bordo y el período de 10 días acordado en el parágrafo uno, no se aplicará. Sin embargo, el buque no podrá pescar en las áreas descritas a menos que la Embajada de los Estados Unidos en Bogotá retenga a nombre del buque el Certificado y lo ponga a disposición del Gobierno de la República de Colombia para su inspección.


(D) Si un buque no lleva a bordo la documentación de los Estados Unidos ni el Certificado, se le exigirá el retiro de las áreas descritas y no se le permitirá regresar a menos que el buque esté en la lista o haya sido adicionado a ella y se haya expedido el Certificado. El regreso no podrá efectuarse de ninguna manera hasta que haya transcurrido un período mínimo de quince días contados a partir de la fecha del abordaje. Después del 31 de diciembre de 1984, el procedimiento establecido en este literal se aplicará también a los buques que lleven a bordo la documentación de los Estados Unidos pero no porten el Certificado.

5. Las partes acuerdan que las aguas adyacentes a Quitasueño descritas en el Artículo 2 comprenden el área incluida dentro de las coordenadas 13 grados 55 minutos norte por 14 grados 43 minutos norte y 80 grados 55 minutos occidente por 81 grados 28 minutos occidente y que las aguas adyacentes descritas en el Artículo 3 son las áreas comprendidas dentro de 12 millas náuticas de Roncador y Serrana tomadas desde las líneas bases desde las cuales el mar territorial es medido.

5. Los procedimientos establecidos en la presente Nota, podrán ser modificados solamente por escrito y de mutuo acuerdo entre los dos gobiernos.

El Ministerio de Relaciones Exteriores aprovecha esta oportunidad para renovar a la Embajada de los Estados Unidos las seguridades de su más alta consideración.

Bogotá, 6 de diciembre de 1993



TRANSLATION

No. 01763

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States and has the honor to refer to the Treaty between the Government of the United States and the Government of Colombia concerning the status of Quita Sueno, Roncador, and Serrana, signed at Bogota on September 8, 1972 (the Treaty) and to the accompanying notes concerning fishing rights.

In order to regulate the fishing rights granted to United States citizens and vessels in the aforementioned instrument, the Government of Colombia agrees to establish the following procedures, which shall enter into force on March 1, 1984:

[For text of the procedures, see the U.S. note pp. 3106-3109.]

The Ministry of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States the assurances of its highest consideration.

Bogota, December 6, 1983

[Signature]

[Embassy stamp]

TIAS 10842

COOK ISLANDS

Investment Guaranties

Agreement effected by exchange of notes

*Signed at Wellington and Rarotonga September 2 and October 10,
1983;*

Entered into force April 16, 1984.

*The American Ambassador to the Prime Minister of the Cook
Islands*

EMBASSY OF THE
UNITED STATES OF AMERICA

Wellington, September 2, 1983

No: 1

Excellency:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to economic activities in The Cook Islands which promote the development of the economic resources and productive capacities of The Cook Islands and to investment insurance (including reinsurance) and guaranties which are backed in whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies. I also have the honor to confirm the following understandings reached as a result of those conversations:

The Honorable Geoffrey Henry

Prime Minister

Government of The Cook Islands

TIAS 10843

ARTICLE 1

As used herein, the term "Coverage" shall refer to any investment insurance, reinsurance or guaranty which is issued in accordance with this Agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to arrangements with OPIC or any successor agency, all of whom are hereinafter deemed included in the term "Insurer" [sic]^[1] to the extent of their interest as insurer, reinsurer, or guarantor in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE 2

The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities registered with or otherwise approved by the Government of The Cook Islands or to Coverage relating to projects with respect to which the Government of The Cook Islands, or any agency or political subdivision thereof, has entered into a contract involving the provision of goods or services.

ARTICLE 3

(a) If the Issuer makes payment to any party under Coverage, the Government of The Cook Islands shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such Coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

¹Should read "Issuer", see p. 8.

(b) The Issuer shall assert no greater rights than those of the transferring party under Coverage with respect to any interests transferred or succeeded to under this Article. Nothing in this Agreement shall limit the right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

(c) The issuance of Coverage outside of The Cook Islands with respect to a project or activity in The Cook Islands shall not subject the Issuer to regulation under the laws of The Cook Islands applicable to insurance or financial organizations.

(d) Funds introduced or acquired in The Cook Islands or withdrawn from The Cook Islands by the Issuer shall be exempt from all taxes upon income, real property or sales, from customs duties, and from any other similar taxes or levies in The Cook Islands.

ARTICLE 4

To the extent that the laws of The Cook Islands partially or wholly invalidate or prohibit the acquisition from a party under Coverage of any interest in any property within the territory of The Cook Islands by the Issuer, the Government of The Cook Islands shall permit such party and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of The Cook Islands.

ARTICLE 5

Amounts in the lawful currency of The Cook Islands, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of The Cook Islands no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the party under Coverage.

Such amounts and credits may be transferred by the Issuer to any person or entity and upon such transfer shall be freely available for use by such person or entity in the territory of The Cook Islands.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of The Cook Islands regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or activity for which Coverage has been issued shall be resolved, insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either Government, to an arbitral tribunal for resolution in accordance with Article 6(b).

(b) The arbitral tribunal for resolution of disputes pursuant to Article 6(a) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a president by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the president within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the president and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE 7

This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of The Cook Islands, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of The Cook Islands communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures.^[1]

Accept, Excellency, the renewed assurances of my highest consideration.

Monroe Browne ^[2]

¹Apr. 16, 1984.

²Monroe Browne.

*The Prime Minister of the Cook Islands to the American
Ambassador*



*Prime Minister
Rarotonga Cook Islands*

10 October 1983

His Excellency
Hon. Monroe Browne
Ambassador Extraordinary And
Plenipotentiary
Embassy Of The USA
29 Fitzherbert Terrace
Private Bag
WELLINGTON
NEW ZEALAND

Your Excellency

I have the honour to refer to your communication to me dated September 2nd 1983 relating to the Overseas Private Investment Corporation (OPIC).

There is one matter on which I seek your clarification.

In Article 1, OPIC is said to be referred to thereafter by the term "insurer". In fact, that term does not appear to be elsewhere in the agreement, but in Articles 3, 4, and 5 the expression "issuer" is used. In the context of the agreement, it would seem that the expression "issuer" means OPIC.

Subject to that correction, I advise that the provisions of the agreement are acceptable to the Government. I understand that your note to me, together with this reply, will constitute an agreement between our two Governments.

Accept, Your Excellency, the renewed assurances of my highest consideration.

A handwritten signature in dark ink, appearing to read 'G. Henry', written over the printed name and title.

Geoffrey A. Henry
PRIME MINISTER

TIAS 10843

SRI LANKA

Peace Corps

*Agreement effected by exchange of notes
Signed at Colombo November 20, 1983;
Entered into force November 20, 1983.*

*The American Ambassador to the Sri Lankan Minister of Foreign
Affairs*

Colombo, Sri Lanka

November 20, 1983

Mr. Minister:

I have the honour to refer to recent conversations between Representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the United States Peace Corps and who, at the request of your Government, would live and work on specified projects for a fixed period of time in the Democratic Socialist Republic of Sri Lanka.

I have the honour to propose the following understandings with respect to the Peace Corps:

1. The Government of the United States will furnish such Peace Corps volunteers with specialised skills as may be requested by the Government of the Democratic Socialist Republic of Sri Lanka to perform mutually agreed tasks in Sri Lanka. The volunteers will work under the immediate supervision of governmental or private organisations designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform these agreed tasks effectively.

The Honourable

A.C.S. Hameed,

Minister of Foreign Affairs

of the Democratic Socialist

Republic of Sri Lanka.

TIAS 10844

2. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Democratic Socialist Republic of Sri Lanka agrees to receive a Peace Corps Representative and staff, and such other personnel acting for or on behalf of the Government of the United States in performing functions under this agreement as are acceptable to the Government of the Democratic Socialist Republic of Sri Lanka.
3. The Government of the United States could, at its discretion, establish an office of the Peace Corps Representative in Sri Lanka. The Government of the Democratic Socialist Republic of Sri Lanka will exempt such office from all taxes, service charges, investment and deposit requirements and currency controls, customs duties and other charges, except those which are in fact no more than charges for public utility services. Such exemptions shall also apply to all vehicles, plant and equipment and supplies imported into or acquired in Sri Lanka by the Government of the United States or any third party acting for and on its behalf, such material being used exclusively in connection with the Peace Corps programme.
4. The Government of the Democratic Socialist Republic of Sri Lanka, in accordance with its laws, shall extend equitable treatment to the Peace Corps Representative, staff, volunteers and such other personnel acting for and on behalf of the United

States, both as to their person and property; afford them full aid and protection, including treatment no less favourable than that accorded generally to nationals of the United States residing in Sri Lanka; fully inform, consult and cooperate with representatives of the Government of the United States in respect to all matters concerning the volunteers.

5. The Government of the Democratic Socialist Republic of Sri Lanka will exempt the Peace Corps Representative, staff, volunteers and such other personnel acting on behalf of the Government of the United States from all taxes and other revenue measures in respect of income received from the Government of the United States of America in connection with Peace Corps activities in Sri Lanka and from sources outside Sri Lanka. They will also be exempt from Employee Provident Fund contributions, Resident Visa taxes and fees in respect of themselves and their families and from all direct taxes and other similar charges from which the administrative and technical staff of the Embassy of the United States of America are exempted which are or may be levied from time to time by the Government of the Democratic Socialist Republic of Sri Lanka, or any municipal council or urban council. Such persons would also be exempted from all customs duties and taxes on their personal and household effects introduced into Sri Lanka for their own use at

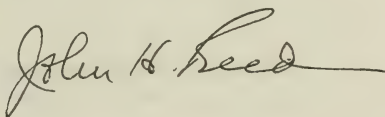
the time of their arrival and up to six months thereafter. In addition, such persons will be entitled to duty free import of foodstuffs and other consumable articles of daily personal use, to the value of Rs. 6,000 per quarter FOB if married and accompanied by family, and Rs. 3,900 per quarter FOB if unmarried or married but not accompanied by family. All privileges so accorded will apply only to persons who are not citizens or permanent residents of Sri Lanka.

6. All equipment, supplies and personal property introduced into Sri Lanka without the payment of customs duties shall normally be re-exported and shall not be sold within Sri Lanka except with the prior permission of the Government of Sri Lanka. If goods are sold within Sri Lanka to persons not entitled to exemption of customs duty, such articles shall be subject to the payment of normal duties and taxes.
7. The Government of the Democratic Socialist Republic of Sri Lanka will exempt from investment and deposit requirements, currency controls and all taxes on the conversion of currency of all funds introduced into Sri Lanka for implementing the Peace Corps programme. Such funds shall be convertible into the currency of the Democratic Socialist Republic of Sri Lanka at the highest legal rate of exchange.
8. Appropriate representatives of the Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka may make from

time to time such arrangements with respect to the Peace Corps programmes in Sri Lanka as appear necessary or desirable for purposes of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

9. Finally, I have the honour to propose that, if these proposals are acceptable to the Government of the Democratic Socialist Republic of Sri Lanka, this note and your note in reply concurring therein shall constitute an agreement between our two governments which will enter into force on the date of your reply and which shall remain in force until ninety days after the date of written notification from either government to the other of an intent to terminate it.

If the foregoing proposal is agreeable to the Government of Sri Lanka, the Government of the United States of America proposes that this Note and your reply concurring therein shall constitute an Agreement between the two Governments to enter into force on the date of your Note in reply.

A handwritten signature in dark ink, appearing to read "John H. Reed", with a long horizontal flourish extending to the right.

*The Sri Lankan Minister of Foreign Affairs to the American
Ambassador*



*Minister of Foreign Affairs
Sri Lanka*

20th November, 1983.

Excellency,

I have the honour to acknowledge receipt of your note dated 20th November, 1983 the text of which is as follows:

[For text of the U.S. note, see pp. 3125-3129.]

The proposals contained in your Note are acceptable to my Government, I have noted that your Note, together with this Note in reply, concurring therein, shall constitute an agreement between our two Governments to enter into force on the date of this reply.

Accept, Your Excellency, the renewed assurances of my highest consideration.

A.C.S. Hameed
A.C.S. Hameed

His Excellency John H. Reed,
Ambassador of the United States
of America in Sri Lanka.

SPAIN

Shipping: Louisiana Offshore Oil Port

*Agreement effected by exchange of notes
Signed at Madrid November 5 and 22, 1983;
Entered into force October 19, 1984.*

*The Spanish Minister of Foreign Affairs to the American
Ambassador*

Madrid, 5 noviembre 1983

El Ministro de Asuntos Exteriores

Excmo. Sr. Tomas O. Enders
Embajador de los
Estados Unidos de América
Madrid

Tengo el honor de referirme a las conversaciones que han tenido lugar entre los representantes de nuestros dos Gobiernos en relación con el establecimiento de puertos de aguas profundas de las costas de los Estados Unidos y a los requisitos jurisdiccionales de la Ley estadounidense de 1974 sobre Puertos de Aguas Profundas. Le confirmo que ambos Gobiernos - están de acuerdo en que los buques que se encuentran registra dos en España o que enarboles la bandera española y el personal a bordo de tales buques que utilicen el Louisiana Offshore Oil Port (Loop Inc.), una instalación portuaria de aguas profundas establecida conforme a la Ley de 1974 sobre Puertos de Aguas Profundas para los fines allí estipulados, cuando quiera que se encuentren dentro de la zona de seguridad de dicho puer to de aguas profundas, estarán sujetos a la jurisdicción de los Estados Unidos y de España, en las mismas condiciones que cuan do están en puertos costeros de los Estados Unidos.

Es el entendimiento del Gobierno de España y de los Estados Unidos que este Acuerdo no se aplicará a buques regis trados en España o que enarboles la bandera española que mera mente pasen a través de la zona de seguridad de Louisiana Off shore Oil Port sin fondear o utilizar el puerto.

El Ministro de Asuntos Exteriores

Si cuanto antecede es aceptable para su Gobierno, - tengo la honra de proponerle que la presente Nota y su contestación constituya un acuerdo entre nuestros Gobiernos, que se aplicará provisionalmente desde la fecha de su respuesta y en trará en vigor en la fecha en la que el Gobierno de España no tifique por escrito que se han cumplido sus requisitos constitucionales. El presente acuerdo estará en vigor por un período ilimitado de tiempo y podrá, sin embargo, ser denunciado - por cualquiera de las Partes Contratantes y terminará, en este caso, seis meses después de haberse recibido la denuncia por la otra Parte.

Uy a mzw
Fernando Morán López

Fernando Morán López

TIAS 10845

*The American Ambassador to the Spanish Minister of Foreign
Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

November 22, 1983

No. 1036

Excellency:

I have the honor to acknowledge receipt of your
Note of November 5, 1983, which reads as follows:

"Excellency:

I have the honor to refer to the talks between
the representatives of our two governments concerning
the establishment of deepwater ports off United States
coasts and the jurisdictional requirements of the
Deepwater Port Act of 1974.^[1] I wish to confirm that
both governments agree that vessels registered in
Spain or flying the Spanish flag, and the personnel
aboard such vessels, using the Louisiana Offshore Oil
Port (LOOP, Inc.), a deepwater port established in
accordance with the Deepwater Port Act of 1974 for
the purposes stipulated therein, shall be subject to
the jurisdiction of the United States and of Spain
whenever they are in the safety zone of said deepwater
port, on the same conditions as when they are in
United States coastal ports.

It is the understanding of the Government of Spain
and the United States that this Agreement shall not
apply to vessels registered in Spain or flying the
Spanish flag that merely pass through the Louisiana
Offshore Oil Port safety zone without anchoring or
using the port.

¹ 88 Stat. 2126; 33 U.S.C. §1501 et seq.

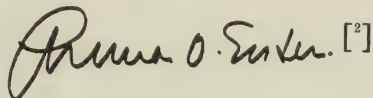
If the foregoing is acceptable to your government, I have the honor to propose to Your Excellency that this Note and Your Excellency's reply shall constitute an Agreement between our governments which shall apply provisionally from the date of your reply and shall enter into force on the date that the Government of Spain gives written notice that it has fulfilled its constitutional requirements^[1]

This Agreement shall remain in force for an unlimited period of time but may be denounced by either of the contracting parties, in which case it shall terminate six months after the other party has received the Notice of Termination.

Madrid, November 5, 1983"

I have the honor to confirm that the terms of the foregoing Note are acceptable to the Government of the United States of America and that the Government of the United States of America considers your Note and this Note in reply as constituting an Agreement between our two governments.

Accept, Excellency, the assurance of my highest consideration.

 ^[2]

His Excellency

Excmo. Sr. D. Fernando Morán López
Minister of Foreign Affairs of
Spain

¹ Oct. 19, 1984.

² Thomas O. Enders.

ITALY

Scientific Cooperation in the Earth Sciences

*Memorandum of understanding signed at Reston and Rome November 7 and December 1, 1983;
Entered into force December 1, 1983.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND
THE CONSIGLIO NAZIONALE DELLE RICERCHE
OF THE
ITALIAN REPUBLIC
ON COOPERATION IN
EARTH SCIENCES

ARTICLE I. Scope and Objectives

A tradition of productive informal cooperation and communication between the Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the "USGS") and the Consiglio Nazionale delle Ricerche of the Italian Republic (hereinafter referred to as the "CNR") is well established and has been mutually beneficial. In order to foster increased interaction, the USGS and the CNR (hereinafter sometimes referred to as the "Parties") hereby state their intention to pursue scientific and technical cooperation in the geological sciences formally in accordance with this Memorandum of Understanding (hereinafter referred as the "Memorandum") which establishes the procedure for cooperation. This Memorandum does not affect any cooperative agreement or arrangement that the Parties may have with other entities, national or international; nor will this Memorandum preclude the Parties from making agreements with other entities in the future.

The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the Parties with respect to geosciences.

Activities under this Memorandum will be carried out in accordance with Article V of the Agreement between the Government of the United States of America and the Government of the Italian Republic for Scientific and Technological Cooperation signed 22 July, 1981.^[1]

For cooperation requested by the CNR that extends into subjects outside the scope of the USGS, the USGS may, with the consent of the CNR and to the extent compatible with existing United States laws, executive orders, regulations, and policies, endeavor to enlist the participation of other United States entities.

The CNR may, with the consent of the USGS, include the participation of other organizations of the Government of Italy in the development of activities within the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as: geological, geochemical, and geophysical sciences as related to the study and prediction of natural hazards such as volcanic eruptions, earthquakes and ground failure, and fundamental volcanic and related igneous phenomena, such as geothermal systems, heat and mass transport processes, in mantle and crust, and consultation in regard to laboratory equipment and

¹TIAS 10227; 33 UST 3288.

planning. All activities are subject to applicable laws and regulations of the Parties.

ARTICLE III. Source of Funding

Cooperative activities under this memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of each activity.

ARTICLE IV. Intellectual Property

The definition of the phrase "Intellectual Property" will be as described in the Convention Establishing the World Intellectual Property Organization (WIPO) of 14 July, 1967,^[1] to which Italy and the United States of America are signatories. The right, if any, to disseminate information regarding such Intellectual Property, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to such Intellectual Property, shall be clearly stated in each project annex made under the umbrella of this Memorandum.

ARTICLE V. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

¹ TIAS 6932; 21 UST 1749.

ARTICLE VI. Planning and Review of Activities

Upon execution of this Memorandum, the Parties will designate representatives who, at times mutually established by the Parties, will plan the initial program and subsequently review the activities annually, prepare progress reports and make plans for future activities.

ARTICLE VII. Project Annexes

Any activity carried on under the general aegis of this Memorandum shall be subject to an exchange of correspondence between the Parties relating to that activity and to further arrangements in accordance with the laws and procedures of Italy and the United States. Whenever more than the exchange of technical information or exchange visits of individuals is planned to take place, such activity shall be described in an Annex to this Memorandum which shall set forth as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of an Annex hereto, the terms of this Memorandum shall be controlling.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for five (5) years. It may be modified or extended by mutual agreement in writing, and may be terminated at any time by either

Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that are initiated prior to such termination.

Done in duplicate in the English and Italian languages,^[1] each being equally authentic.

For:

Geological Survey of the
Department of the Interior of the
United States of America

Signature

Dallas L. Peck

Name

Director

Title

NOV 7 1983

Date

For:

Consiglio Nazionale delle Ricerche
of the Italian Republic

Signature

Ernesto Guagliardiello

Name

President

Title

December 1, 1983

Date

¹ Memorandum was concluded in the English language only.

THAILAND

Postal: Express Mail Service

*Agreement, with detailed regulations, signed at Bangkok and
Washington November 14 and December 9, 1983;
Entered into force February 18, 1984.*

INTERNATIONAL EXPRESS
MAIL AGREEMENT
BETWEEN
THE COMMUNICATIONS AUTHORITY OF THAILAND
AND
THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Thailand and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention^[1] adopted by the Congress of the Universal Postal Union from time to time;

¹ TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

- (i) The identification number of the customer contract, which number shall be indicated on each item sent;
- (ii) the names and addresses of the sender and designated addressee;
- (iii) the days of the week designated by the customer as scheduled dispatch days;
- (iv) the time of day delivery is requested;
and
- (v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

- (a) be packed in a manner adapted to the nature of the contents and the conditions of transport;
- (b) bear the names and addresses of the addressee and of the sender; and
- (c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

- (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,
- (b) shall not exceed 10 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.
2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.
3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.
2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.
2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.
3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected unless the number of items received exceeds the number of items sent by five percent.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention and its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Arrangements.

Article 21 Detailed Arrangements

Details of implementation of this Agreement shall be governed by its Detailed Arrangements.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules
and Regulations

1. This Agreement or its Detailed Arrangements may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Arrangements.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.^[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

¹ Feb. 18, 1984.

Done in duplicate and signed at Bangkok, on
the 14th day of November, 1983 and at
Washington, D.C. on the 9th day of December, 1983.

FOR THE COMMUNICATIONS AUTHORITY OF THAILAND:

Chao Thongma

(Chao Thongma)
Director

FOR THE UNITED STATES POSTAL SERVICE:

Walter E. Duka ^[1]

Assistant Postmaster General
International Postal Affairs

¹ Walter E. Duka.

DETAILED ARRANGEMENTS OF THE INTERNATIONAL
EXPRESS MAIL AGREEMENT
BETWEEN
THE COMMUNICATIONS AUTHORITY OF THAILAND
AND
THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Arrangements for implementation of the International Express Mail Agreement between the Communications Authority of Thailand and the United States Postal Service.

Article 101 Information to be Supplied By t e Administrations

1. Each administration shall notify the other administration of:

- (a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;
- (b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;
- (c) the rates and dues established under the Agreement; and,
- (d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed \$250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.
2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.
3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.
4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these arrangements.
2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.
3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

- (a) the exchange office of destination; and
- (b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.
2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.
3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.
2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.
3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the administration of origin shall advise the administration of destination by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the administration of destination duly amended and accepted. If the administration of destination disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the administration of destination has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

TIAS 10847

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Arrangements.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Arrangements shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Arrangements shall have the same duration as the International Express Mail Agreement to which they refer.

ITALY

Postal: Express Mail Service

*Agreement, with detailed regulations, signed at Rome and Washington November 21 and December 9, 1983;
Entered into force February 18, 1984.*

INTERNATIONAL EXPRESS

MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF ITALY

AND

THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Italy and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;
2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;
3. Convention - the Universal Postal Convention^[1] adopted by the Congress of the Universal Postal Union from time to time;

¹ TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

- (i) The identification number of the customer contract, which number shall be indicated on each item sent;
- (ii) the names and addresses of the sender and designated addressee;
- (iii) the days of the week designated by the customer as scheduled dispatch days;
- (iv) the time of day delivery is requested;
and
- (v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

- (a) be packed in a manner adapted to the nature of the contents and the conditions of transport;
- (b) bear the names and addresses of the addressee and of the sender; and
- (c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

- (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,
- (b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.
2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.
3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Neither administration shall assess any charges against the other for the internal air conveyance services provided for International Express Mail items exchanged between the two countries pursuant to this Agreement.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules
and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, ^[1] after it is signed by the authorized representatives of both administrations.

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

¹ Feb. 18, 1984.

Done in duplicate and signed at Rome on the
21st day of November, 1983 and at
Washington, D.C. on the 9th day of December, 1983.

FOR THE POSTAL ADMINISTRATION OF ITALY:

Enrico Veschi [1]

FOR THE UNITED STATES POSTAL SERVICE:

W. E. Duka [2]
Assistant Postmaster General
International Postal Affairs

1 Enrico Veschi.

2 W.E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL
EXPRESS MAIL AGREEMENT
BETWEEN
THE POSTAL ADMINISTRATION OF ITALY
AND
THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Italy and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

- (a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;
- (b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;
- (c) the rates and dues established under the Agreement; and,
- (d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed \$250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.
2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.
3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.
4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.
2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.
3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

- (a) the exchange office of destination; and
- (b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

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Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.
2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.
3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.
2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.
3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.
2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.
2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

- (a) The settlement shall take place at the end of each calendar year.
- (b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

JAMAICA

Peacekeeping

*Agreement effected by exchange of notes
Signed at Kingston November 29 and December 6, 1983;
Entered into force December 6, 1983.*

*The American Ambassador to the Jamaican Minister of Foreign
Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 369

Kingston, November 29, 1983

Excellency:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the furnishing of commodities and services to the Government of Jamaica by the United States Government in connection with the peacekeeping force for Grenada, and to advise you that my government is prepared to furnish assistance for peacekeeping operations as authorized by United States law, in accordance with the following understandings:

a. The United States Government shall furnish to the Government of Jamaica such commodities and services as may be requested by representatives of the Government of Jamaica and agreed to by representatives of the United States Government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "services" includes training related to commodities.

b. The Government of Jamaica requires and shall use such commodities and services solely to undertake peacekeeping operations for Grenada. If, subsequently, the

TIAS 10849

United States Government and the Government of Jamaica should mutually agree, the Government of Jamaica may also use such commodities and services to maintain its internal security and legitimate self-defense, to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations,^[1] to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security, or to construct public works or engage in other activities helpful to its economic and social development, and shall not undertake an act of aggression against any other state.

c. The Government of Jamaica shall not relinquish title or possession of, such commodities and services to anyone not an officer, employee, or agent of the Government of Jamaica unless the prior consent of the United States Government shall have been obtained.

d. The Government of Jamaica will protect the security of any commodities and services furnished hereunder, providing substantially the same degree of security protection afforded to such commodities and services by the United States Government.

e. The Government of Jamaica will, as the United States Government may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with

¹ Signed at San Francisco. TS 993; 59 Stat. 1031.

regard to the utilization of such commodities and services.

f. I have the further honor to propose that this note together with your note in reply confirming that the Government of Jamaica agrees to the foregoing understandings, shall constitute an agreement between our two governments on this subject, to become effective from the date of your reply. Accept the renewed assurances of my highest consideration.

William A. Hewitt [1]
Ambassador



The Right Honorable

Hugh L. Shearer

Minister of Foreign Affairs

Kingston

¹ William A. Hewitt.

*The Jamaican Minister of Foreign Affairs to the American
Ambassador*



MINISTRY OF FOREIGN AFFAIRS

85 Knutsford Boulevard

Kingston.

6th December, 1983

Your Excellency,

I have the honour to refer to your Note No. 369 dated November 29, 1983, concerning the furnishing of commodities and services to the Government of Jamaica by the United States Government in connection with the peace-keeping force for Grenada, and wish to inform you that your Note under reference correctly sets out the understandings reached between our two Governments on the matter.

I therefore confirm that the Government of Jamaica agrees to the aforementioned understandings and also agrees that your Note No. 369 referred to above, together with this reply, shall constitute an Agreement between our two Governments on this subject, to become effective from the date hereof.

Please accept, Excellency, the renewed assurances of my highest consideration.

H. L. Shearer
Deputy Prime Minister and
Minister of Foreign Affairs

His Excellency William Hewitt
Ambassador
Embassy of the United States of America
Kingston.

URUGUAY

Extradition

*Treaty signed at Washington April 6, 1973;
Transmitted by the President of the United States of America to
the Senate May 21, 1973 (Ex. K, 93d Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Rela-
tions September 26, 1973 (S. Ex. Rept. No. 93-19, 93d Cong.,
1st Sess.);
Advice and consent to ratification by the Senate October 1, 1973;
Ratified by the President November 21, 1973;
Ratified by Uruguay November 22, 1973;
Ratifications exchanged at Montevideo April 11, 1984;
Proclaimed by the President October 11, 1984;
Entered into force April 11, 1984.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on Extradition and Cooperation in Penal Matters between the United States of America and the Oriental Republic of Uruguay was signed at Washington on April 6, 1973, the text of which Treaty is hereto annexed;

The Senate of the United States of America by its resolution of October 1, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on November 21, 1973, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of Uruguay;

It is provided in Article 20 of the Treaty that the Treaty shall enter into force upon the exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Montevideo on April 11, 1984; and accordingly the Treaty entered into force on that date;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty, to the end that it be observed and fulfilled with good faith on and after April 11, 1984, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington

this eleventh day of

October in the year of

our Lord one thousand

nine hundred eighty-four

and of the Independence

of the United States of

America the two hundred

ninth.

[SEAL]

By the President:

Ronald Reagan

George P. Shultz

Secretary of State

TREATY ON EXTRADITION AND
COOPERATION IN PENAL MATTERS BETWEEN
THE UNITED STATES OF AMERICA AND
THE ORIENTAL REPUBLIC OF URUGUAY

The United States of America and the Oriental Republic of
Uruguay, desiring to make more effective the cooperation of the
two countries in the repression of crime, agree as follows:

ARTICLE 1

The Contracting Parties agree to extradite on a reciprocal basis to the other, in the circumstances and subject to the conditions established in this Treaty, persons found in the territory of one of the Parties who have been charged with or convicted by the judicial authorities of the other of the offenses mentioned in Article 2 of this Treaty committed within the territory of such other, or outside thereof under the conditions specified in Article 3.

ARTICLE 2

Persons shall be delivered up according to the provisions of this Treaty for any of the following offenses provided that these offenses are punishable by the laws of both Contracting Parties by deprivation of liberty for a maximum period exceeding one year:

1. Murder or manslaughter.
2. Abortion.
3. Aggravated injury or mutilation or assault.
4. Illegal use of arms.
5. Willful abandonment of a child or spouse when for that reason the life of that child or spouse is or is likely to be endangered or death results.
6. Rape; statutory rape; indecent assault; corruption of minors, including unlawful sexual acts with or upon minors under the age specified by the penal laws of both Contracting Parties.
7. Procuration; promoting or facilitating prostitution.

8. False imprisonment; abduction or child stealing; kidnapping.
9. Robbery or larceny or burglary.
10. Extortion or threats.
11. Bigamy.
12. Fraud; embezzlement or breach of fiduciary relationships; obtaining money, valuable securities or property, by false pretenses or by other fraudulent means including the use of the mails or other means of communication.
13. Unlawful manufacture, use, distribution, supply, acquisition or possession, or theft of bombs, apparatus capable of releasing nuclear energy, explosive or toxic materials, asphyxiating or flammable materials.
14. Offenses that endanger the safety of means of transportation or communication, including any act that endangers any person on a means of transportation.
15. Piracy and any act of mutiny or revolt on board an aircraft or vessel against the authority of the captain or commander of such aircraft or vessel, any seizure or exercise of control, by force or violence or threat of force or violence, of an aircraft or vessel.
16. Offenses against public health.
17. Unlawful introduction or importation, exportation, fabrication, production, preparation, sale, delivery or supply of narcotic drugs, psychotropic drugs, cocaine and its derivatives and other dangerous drugs including cannabis sativa L, and chemicals or substances injurious to health or of primary materials designed for such fabrication.

18. Introduction, export, fabrication, transportation, sale or transmission, use, possession or stockpiling of explosives, offensive chemicals or similar materials, substances or instruments designed for such fabrication, arms, munitions, nuclear elements and other materials considered war material, other than such acts legally provided for or properly authorized.
19. Bribery, including soliciting, offering and accepting.
20. Malversation.
21. False statements, accusations or testimony effected before a government agency or official.
22. Counterfeiting or forgery of money, bank bills, bonds, documents of credit, seals, stamps, marks, and public and private instruments. For the purpose of this offense, holographic wills, sealed wills, checks, letters of exchange and negotiable or bearer documents shall be considered public instruments.
23. Issuance, acceptance or endorsement of receipts which do not conform, totally or partially, to purchases and sales actually performed.
24. Execution or issuance of checks without sufficient funds.
25. Smuggling.
26. The acquisition, receipt or concealment of money, objects or valuables, knowing the article is the result of a crime, whether or not the receiver participated in such crime or intervened pursuant to an agreement preceding the offense.
27. Arson; malicious or willful injury to property.

28. An offense against any law relating to the protection of the life or health of persons from contaminated or poisoned water, substances or products.
29. Any offense against the bankruptcy laws.
30. Industrial or commercial fraud, including:
 - (a) The raising or lowering the price of merchandise, public funds or negotiable instruments through the use of false information, simulated negotiations, meetings or coalitions, for the purpose of not selling certain merchandise or of selling at a fixed price.
 - (b) The offering of public funds or stock or financial obligations of the corporations, companies, partnerships, or corporate bodies, dissimulating or concealing facts or true circumstances or affirming or expressing false statements or circumstances.
 - (c) The publishing or authorizing of false or incomplete inventories, accounts, profit and loss statements, reports or statements or informing a meeting of partners by falsehood or the withholding of information about important facts needed to understand the economic condition of a firm, for whatever end.

In the case of subparagraphs (a) and (b) of this item, the offense can be committed by any individual as well as by members of corporations or partnerships of any nature. In the supposition of subparagraph (c) of this item, the offense must necessarily have been committed by incorporators, directors, administrators, liquidators or trustees of incorporated entities, cooperatives or other joint companies.

31. Assault upon a public official.

32. Unlawful interference in any administrative or juridical proceeding by bribing, threatening, or injury by any means, any officer, juror, witness or duly authorized person.

Extradition shall also be granted for participation in any of the offenses mentioned in this Article, not only as principal or accomplices, but as accessories, as well as for attempt to commit or conspiracy to commit any of the aforementioned offenses, when such participation, attempt or conspiracy is subject, under the laws of both Parties, to a term of imprisonment exceeding one year.

If extradition is requested for any offense mentioned in the first or second paragraphs of this Article and that offense is punishable under the laws of both Contracting Parties by a term of imprisonment exceeding one year, such offense shall be extraditable under the provisions of this Treaty whether or not the laws of both Contracting Parties would place that offense within the same category of offenses made extraditable by the first or second paragraphs of this Article and whether or not the laws of the requested Party denominate the offense by the same terminology.

Extradition shall also be granted for any offense against a federal law of the United States in which one of the above-mentioned offenses is a substantial element, even if transporting, transportation, the use of the mails or interstate facilities are also elements of the specific offense.

In the case in which a person has already been sentenced, extradition will be granted only if the sentence imposed or remaining to be served is a minimum of one year of imprisonment.

ARTICLE 3

For the purposes of this Treaty, the territory of a Contracting Party shall include all the territory under the jurisdiction of that Contracting Party, including airspace and territorial waters and vessels and aircraft registered in that Contracting Party if any such aircraft is in flight or if any such vessel is on the high seas when the offense is committed. For purposes of this Treaty an aircraft shall be considered to be in flight from the moment when power is applied for the purpose of take-off until the moment when the landing run ends. The aforementioned provisions do not exclude the application of penal jurisdiction exercised in accord with the legislation of the requested Party.

When the offense for which extradition has been requested has been committed outside the territory of the requesting Party, extradition may be granted if the laws of the requested Party provide for the punishment of such an offense committed in similar circumstances.

ARTICLE 4

A requested Party shall not decline to extradite a person sought because such person is a national of the requested Party.

ARTICLE 5

Extradition shall not be granted in any of the following circumstances:

1. When the person whose surrender is sought is being proceeded against or has been tried and discharged or punished in the territory of the requested Party for the offense for which his extradition is requested.
2. When the person whose surrender is sought has been tried and acquitted, or has undergone his punishment in a third State for the offense for which his extradition is requested.
3. When the prosecution or the enforcement of the penalty for the offense has become barred by lapse of time according to the laws of either of the Contracting Parties.
4. When the offense for which the extradition is requested is of a political character, or the person whose extradition has been requested proves that the extradition request has been made for the purpose of trying or punishing him for an offense of the above-mentioned character. In either case, the final judgment as to the application of this subparagraph shall rest with the requested Party.

The provisions of subparagraph 4 of this Article shall not be applicable to the following:

- (a) An attempt, whether consummated or not, against the life, the physical integrity or the liberty of the Head of State of either Contracting Party or of a member of the Cabinet of the Government of the United States of America or a Minister of the Government of the Oriental Republic of Uruguay or a member of the respective family.
- (b) A kidnapping, murder or other assault against the life or physical integrity of a person to whom a Contracting Party has the duty according to international law to give special protection, or any attempt to commit such an offense with respect to any such person.
- (c) An offense committed by force or threat of force on board a commercial aircraft carrying passengers in scheduled air services or on a charter basis.

ARTICLE 6

When the person whose extradition is requested is, at the time of the presentation of the request for extradition, under the age of 18 years and has permanent residence in the requested Country and the competent authorities of that Country determine that extradition would prejudice the social readjustment and rehabilitation of that person, the requested Party may suggest to the requesting Party that the request for extradition be withdrawn, specifying the reasons therefor.

The provisions of the preceding paragraph will be applicable only in the case in which the person sought is subject to prosecution in accordance with the laws of the requested Party.

ARTICLE 7

When the offense for which the extradition is requested is punishable by death under the laws of the requesting Party, and the laws of the requested Country do not permit the death penalty for that offense, extradition may be refused unless the requesting Party provides such assurances as the requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

ARTICLE 8

When the person whose extradition is requested is being proceeded against or is serving a sentence in the territory of the requested Party for an offense other than that for which extradition has been requested, his surrender may be deferred until the conclusion of the proceedings and, in the case of a conviction, until the full execution of any punishment he may or may have been awarded.

ARTICLE 9

The determination that extradition should or should not be granted shall be made in accordance with this Treaty and the law of the requested Party. The person whose extradition is sought shall have the right to use such remedies and recourses as are provided by the law of the requested Party.

ARTICLE 10

1. The request for extradition shall be made through the diplomatic channel.
2. The request shall be accompanied by:
 - (a) A statement of the facts of the case.
 - (b) The data necessary to prove the identity of the person whose extradition is sought including, when possible, photographs and fingerprints.
 - (c) The text of the applicable laws, including the laws defining the offense, the law prescribing the punishment for the offense and the laws relating to the limitation of the legal proceedings or the enforcement of the legal penalty for the offense.
3. When the request relates to a person who has not yet been convicted, it must be accompanied by a warrant of arrest issued by a judge or other judicial officer of the requesting Party.

The requested Party may require the requesting Party to produce evidence to establish probable cause that the person claimed has committed the offense for which extradition is requested. The requested Party may refuse the extradition request if an examination of the case in question shows that the warrant is manifestly ill-founded.

4. When the request relates to a person already convicted, it shall be accompanied by the following:

- (a) When emanating from the United States of America, a copy of the judgment of conviction and of the sentence if it has been passed.
- (b) When emanating from the Oriental Republic of Uruguay, a copy of the sentence.

In a case envisioned in this paragraph, a certification showing that the sentence has not been served or how much of the sentence has not been served shall also be sent to the requested Party.

5. The documents which, according to this Article, shall accompany the extradition request, shall be admitted in evidence when:

- (a) In the case of a request emanating from the United States of America, they are signed by a judge, magistrate or officer of the United States of America, authenticated by the official seal of the Department of State and certified by the principal diplomatic or consular officer of the Oriental Republic of Uruguay in the United States of America.
- (b) In the case of a request emanating from the Oriental Republic of Uruguay they are signed by a judge or other judicial authority and are legalized by the principal diplomatic or consular officer of the United States of America in the Oriental Republic of Uruguay.

6. All the documents mentioned in this Article shall be accompanied by a translation into the language of the requested Party which will be at the expense of the requesting Party.

ARTICLE 11

In case of urgency the Contracting Parties may request, through their respective diplomatic agents or by direct communication between the Department of Justice of the United States and the Ministry of the Interior of the Oriental Republic of Uruguay, the provisional arrest of an accused as well as the seizure of objects relating to the offense of which he has been accused and which objects are in the possession of the accused or of his associate or representative, and the location of which has been identified by the requesting Party. The requesting Party shall support a request for objects by evidence showing the relationship of the objects to the offense charged. The requested Party may decline this request if it appears that the interest of innocent third parties has intervened.

The request for provisional arrest shall be granted if it contains a declaration of the existence of one of the documents enumerated in Article 10, paragraphs 3 and 4, the description of the person sought and the offense for which he has been charged.

If, within forty-five calendar days from the date of provisional arrest, the requesting Party fails to present the formal request for extradition to the Department of State in a request emanating from the Oriental Republic of Uruguay, or to

the Ministry of Foreign Affairs in a request emanating from the United States of America, supported by the documents required by Article 10, the person claimed shall be released and a new request based on the same offense shall be admitted only if a formal request for extradition is presented with all the requirements enumerated in Article 10.

ARTICLE 12

If the requested Party requires additional evidence or information to enable it to decide on the request for extradition, such evidence or information shall be submitted to it within such time as that Party shall require.

If the person sought is under arrest and the additional evidence or information submitted as aforesaid is not sufficient or if such evidence or information is not received within the period specified by the requested Party, he shall be discharged from custody. Such discharge shall not bar the requesting Party from submitting another request in due form in respect of the same or any other offense.

ARTICLE 13

A person extradited under the present Treaty shall not be detained, tried or punished in the territory of the requesting Party for an offense other than that for which extradition has been granted nor be extradited by that Party to a third State unless:

1. If, upon being released, he remains in the territory of the requesting Party for more than thirty days counting from the date his release was granted; or
2. When, having left the territory of the requesting Party after his extradition, he has voluntarily returned to it;
3. When the requested Party has manifested its consent to his detention, trial or punishment for an offense other than that for which extradition was granted or to his extradition to a third State provided such other offense is covered by Article 2.

For the purposes of subparagraphs 1 and 2 of this Article, the person extradited must be formally advised at the time he is released in the requesting Party of the possible consequences if he remains in the territory of that Party.

The stipulations of subparagraphs 1, 2 and 3 of this Article shall not apply to offenses committed after the extradition.

ARTICLE 14

The requested Party upon receiving two or more requests for the extradition of the same person, either for the same offense or for different offenses, shall determine to which of the requesting States it will grant extradition, taking into consideration all the circumstances of the case and, particularly, the possibility of a later extradition between the requesting States, the seriousness of each offense, the place where the

offense was committed, the nationality of the person sought, the dates upon which the requests were received and the provisions of any extradition agreements between the requested Party and the other requesting States.

ARTICLE 15

The requested Party shall promptly communicate to the requesting Party through the diplomatic channel the decision on the request for extradition.

If a warrant or order for the extradition of a person sought has been issued by the competent authority and he is not removed from the territory of the requested Party within thirty days from the date of said communication, he shall be set at liberty and the requested Party may subsequently refuse to extradite that person for the same offense.

ARTICLE 16

To the extent permitted under the law of the requested Party and subject to the rights of third Parties, which shall be duly respected, all articles, objects of value or documents relating to the offense, whether acquired as a result of the offense or used for its execution, or which in any other manner may be material evidence for the prosecution, shall, if found, be surrendered upon the granting of the extradition even when extradition cannot be effected due to the death or disappearance of the accused.

ARTICLE 17

Transit through the territory of one of the Contracting Parties of a person surrendered to the other Contracting Party by a third State shall be granted on request made through the diplomatic channel, which request shall be accompanied by a copy of the warrant or order of extradition, provided that conditions are present which would warrant extradition of such person by the State of transit and reasons of public order are not opposed to the transit.

The requesting Party shall reimburse the State of transit for any expenses incurred in connection with such transportation.

ARTICLE 18

Expenses related to the translation of documents and to the transportation of the person sought shall be paid by the requesting Party. The appropriate legal officers of the country in which the extradition proceedings take place shall, by all legal means within their power, assist the requesting Party before the respective judges and magistrates.

No pecuniary claim arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Treaty shall be made by the requested Party against the requesting Party.

ARTICLE 19

In order to cooperate in the prevention and repression of crime, subject to their respective national laws the Contracting Parties agree as follows:

1. To exchange information and to consider the most efficient administrative techniques for the prevention and repression of crime;
2. To expedite as rapidly as possible requests in connection with those offenses listed in this Treaty;
3. To exchange statistical data and the results of research in the field of criminology.

ARTICLE 20

This Treaty shall be ratified and shall enter into force upon the exchange of ratifications at Montevideo at the earliest possible date.^[1]

It may be terminated at any time by either Contracting Party by prior notification to the other Contracting Party, and termination shall become effective six months after the date such notification is received.

This Treaty shall terminate and replace the Extradition Treaty between the United States of America and the Oriental Republic of Uruguay signed at Washington March 11, 1905;^[2] however, the crimes listed in that Treaty and committed prior to the entry into force of this Treaty shall nevertheless be subject to extradition pursuant to the provisions of that Treaty, with the exception of the procedural provisions which will be, in all cases, those of this Treaty.

¹ Apr. 11, 1984.

² TS 501; 35 Stat. 2028.

TRATADO DE EXTRADICION
Y DE COOPERACION EN MATERIA PENAL
ENTRE LOS ESTADOS UNIDOS DE AMERICA Y
LA REPUBLICA ORIENTAL DEL URUGUAY

Los Estados Unidos de América y la República Oriental del Uruguay, deseando hacer más eficaz la cooperación entre los dos países en la represión del delito, acuerdan lo siguiente:

ARTICULO 1

Las partes Contratantes se comprometen a la entrega recíproca, en las circunstancias y bajo las condiciones establecidas por el presente Tratado, de las personas que se encuentren en el territorio de una de ellas y que hayan sido procesadas o condenadas por las autoridades judiciales de la otra por cualquiera de los delitos mencionados en el Artículo 2 de este Tratado, cometidos en el territorio de esta última o fuera de él en las condiciones señaladas en el Artículo 3.

ARTICULO 2

De conformidad con lo establecido en este Tratado, serán entregadas las personas procesadas o condenadas por cualquiera de los delitos siguientes, siempre que sean punibles según las leyes de las Partes Contratantes con la privación de la libertad por un período máximo superior a un año:

1. Homicidio.
2. Aborto.
3. Lesiones graves o gravísimas o asalto.
4. Uso ilegítimo de armas.
5. Abandono del hijo o del cónyuge que causare a éstos grave daño o la muerte.
6. Violación, estupro, abuso deshonesto y corrupción de menores, incluyendo actos sexuales ilícitos cometidos con menores de edad, conforme a la legislación penal de ambas partes.
7. Proxenetismo, promoción y ayuda a la prostitución.
8. Privación ilegítima de la libertad y secuestro de personas, con o sin rescate.
9. Hurto o robo.

10. Extorsión y amenazas.
11. Bigamia.
12. Concusión; estafas y otras defraudaciones, incluyendo las cometidas mediante el uso del correo u otros medios de comunicación.
13. Fabricación, uso, distribución, suministro, adquisición, o posesión ilegítima o sustracción de bombas, aparatos capaces de liberar energía nuclear, materias explosivas o tóxicas, asfixiantes o inflamables.
14. Delitos contra la seguridad de los medios de transporte o comunicación, incluyendo cualquier acto que ponga en peligro a una persona en un medio de transporte.
15. Piratería y cualquier acto de apoderamiento o ejercicio de control y el motín o rebelión contra la autoridad del capitán o comandante a bordo de un avión o nave, cometida con fuerza, violencia, intimidación o amenaza.
16. Delitos contra la salud pública.
17. Introducción, exportación, fabricación, producción, elaboración, venta, entrega o suministro con destino ilegítimo o sin la autorización pertinente de estupefacientes o de materias primas destinadas a su fabricación, especialmente el cannabis sativa L, cocaína y drogas sicotrópicas.
18. Introducción, exportación, fabricación, transporte, venta o transmisión por cualquier título, empleo, posesión o acopio de explosivos, agresivos químicos o materias afines, sustancias o instrumentos destinados a su fabricación, armas, municiones, elementos nucleares y demás materiales considerados como de guerra, fuera de los casos legalmente previstos o sin la debida autorización.

19. Cohecho.
20. Malversación de caudales públicos.
21. Denuncias y testimonio falsos efectuados ante una autoridad competente.
22. Falsificación de moneda, billetes de banco, bonos, documentos de crédito, sellos, timbres, marcas e instrumentos públicos y privados. Los testamentos ológrafos o cerrados, los cheques, las letras de cambio y los documentos endosables o al portador serán considerados, a los efectos de este delito, instrumento público.
23. Expedición, aceptación o endoso de facturas conformadas que no correspondan total o parcialmente a compraventas realmente realizadas.
24. Emisión de cheques sin provisión de fondos.
25. Contrabando.
26. Adquisición, recepción u ocultamiento de dinero, cosas o bienes que se sabe provenientes de un delito; aun no habiendo participado en el mismo y aunque no mediare intervención anterior al delito.
27. Incendio, otros estragos, daño voluntario a la propiedad.
28. Un delito contra cualquier ley relativa a la protección de la vida o de la salud de las personas por contaminación o envenenamiento de aguas, sustancias o productos.
29. Quiebras y concursos civiles fraudulentos.
30. Fraudes al comercio y a la industria, consistentes en:
 - a) Hacer alzar o bajar el precio de las mercaderías, fondos públicos o valores, por medio de noticias falsas, negociaciones fingidas o por reunión o coalición con el fin de no vender alguna mercancía o de no venderla sino a un precio determinado.

- b) Ofrecer los fondos públicos o acciones u obligaciones de sociedades o personas jurídicas, disimulando u ocultando hechos o circunstancias verdaderas o afirmando o haciendo entrever hechos o circunstancias falsas.
- c) Publicar o autorizar inventarios, balances, cuentas de ganancias y/o pérdidas, informes o memorias falsos o incompletos o comunicar a la asamblea o reunión de socios, con falsedad o reticencia, sobre hechos importantes para apreciar la situación económica de una empresa, cualquiera hubiera sido el propósito perseguido.

En el caso de los puntos a) y b) del presente apartado, el delito puede ser cometido tanto por cualquier individuo como por integrantes de sociedades de cualquier naturaleza. En cambio, en los supuestos del punto c) del mismo apartado, el delito debe necesariamente haber sido cometido por fundadores, directores, administradores, liquidadores o síndicos de sociedades anónimas, cooperativas o de otra persona colectiva.

- 31. Atentado contra la autoridad.
- 32. Interferencia ilegal en cualquier procedimiento administrativo o judicial mediante cohecho, amenazas o daños contra cualquier autoridad, funcionario, jurado o testigo.

La extradición será también concedida por la participación en los delitos mencionados, no sólo como autor, cómplice o instigador, sino también como encubridor, así como por la tentativa y la asociación ilícita para cometer los mencionados delitos, siempre que

estas calificaciones resulten punibles por la legislación de las Partes Contratantes con penas privativas de libertad superiores a un año.

Si se solicita la extradición por cualquiera de los delitos incluidos en el primero o segundo párrafo de este artículo, y dicho delito es punible según la legislación de ambas Partes Contratantes, con una pena privativa de libertad superior a un año, la extradición será procedente aunque las leyes de ambas Partes no consideren incluido el delito en la misma categoría de la lista o aunque no lo designen con la misma terminología.

También se concederá la extradición en virtud de cualquier delito violatorio de una ley federal de los Estados Unidos en la que uno de los actos ilícitos arriba mencionados constituya un elemento sustancial, aun si el transporte, el uso del correo o medios, servicios e instalaciones interestatales tienen la calidad de elementos integrantes del delito específico.

En los casos en que ya existe condena firme al tiempo de solicitarse la extradición, ésta se concederá únicamente si la pena dictada o que quede por cumplir es de un año de prisión, como mínimo.

ARTICULO 3

A los efectos de este Tratado, el territorio de una de las Partes Contratantes comprende todo el territorio, incluyendo el espacio aéreo y las aguas territoriales sometidas a su jurisdicción, así como los buques y aviones matriculados en ella cuando se encuentren en vuelo o en alta mar en el momento de cometerse el delito. Se considerará que un avión está en vuelo desde el momento en que se aplique la fuerza motriz para despegar hasta que termine el

recorrido del aterrizaje. Lo establecido precedentemente no excluye la aplicación de la jurisdicción penal ejercida de acuerdo con la legislación de la Parte requerida.

Cuando el delito que motiva la extradición haya sido cometido fuera del territorio de la Parte requirente, la otra Parte podrá acceder a la solicitud siempre que se trate de un delito que sus leyes sometan a la jurisdicción de sus tribunales cuando se cometa en similares circunstancias.

ARTICULO 4

La Parte requerida no negará el pedido de extradición del reclamado por razón de que dicha persona sea un nacional de la Parte requerida.

ARTICULO 5

No se concederá extradición en ninguna de las siguientes circunstancias:

1. Cuando la persona cuya entrega se gestiona ya hubiera sido juzgada y condenada o absuelta o estuviere siendo juzgada en el territorio del Estado requerido por el delito por el cual se solicita la extradición.
2. Cuando la persona cuya entrega se gestiona ya haya sido juzgada y absuelta, o ha cumplido condena en un tercer Estado, por el delito por el cual se solicita la extradición.
3. Cuando la acción o la pena haya prescrito según las leyes del Estado requerido o requirente.
4. Cuando se trate de un delito de carácter político, o la persona requerida pruebe que la extradición es solicitada con el propósito de ser procesada o castigada por un delito

de tal carácter. En todo caso la calificación final la hará el Estado requerido.

Lo dispuesto en el apartado 4 de este Artículo no se aplicará a lo siguiente:

- a) Al atentado, consumado o no, contra la vida o la integridad física o la libertad del Jefe de Estado de cualquier Parte Contratante o de un miembro del Gabinete de Gobierno de los Estados Unidos de América o de un Ministro del Gobierno de la República Oriental del Uruguay o de un integrante de sus respectivas familia.
- b) Al secuestro, homicidio o agresión contra la vida o la integridad física de una persona a la cual una Parte Contratante tiene la obligación, de conformidad con el derecho internacional, de darle protección especial, o la tentativa de realizar tales actos.
- c) Al delito cometido mediante fuerza, violencia, intimidación o amenaza a bordo de un avión comercial de pasajeros en servicios regulares o en vuelos fletados.

ARTICULO 6

Cuando la persona reclamada, en el momento de presentarse la solicitud de extradición, fuera menor de 18 años, tuviera residencia permanente en el Estado requerido y las autoridades competentes del mismo estimaren que la extradición puede perjudicar la readaptación social y rehabilitación del reclamado, la Parte requerida podrá sugerir, con los fundamentos del caso, que se retire la solicitud.

Lo dispuesto en el párrafo anterior será aplicable exclusivamente para el caso de que el reclamado pueda ser procesado de conformidad a las leyes de la Parte requerida.

ARTICULO 7

Cuando el delito por el que se solicita la extradición fuera punible con la pena de muerte según la legislación de la Parte requirente, y las leyes del Estado requerido no admitieren esa pena para ese delito, este último podrá supeditar el otorgamiento de la extradición a que la Parte requirente otorgue garantías consideradas suficientes por la Parte requerida en el sentido que no será impuesta dicha sanción o que, de ser impuesta, la misma no será aplicada.

ARTICULO 8

Cuando la persona cuya extradición se solicita estuviera sometida a proceso o cumpliendo una condena en el territorio de la Parte requerida por un delito distinto a aquél por el que se solicita la extradición, su entrega podrá ser postergada hasta la conclusión del proceso y, en caso de condena, hasta la extinción o cumplimiento de la pena.

ARTICULO 9

La decisión por la cual se concederá o no la extradición se tomará de acuerdo con las disposiciones de este Tratado y las leyes de la Parte requerida. La persona reclamada tendrá derecho a utilizar los recursos previstos por la legislación de la Parte requerida.

ARTICULO 10

1. La solicitud de extradición se efectuará por vía diplomática.
2. Dicha solicitud deberá ir acompañada de:
 - a) La relación circunstanciada del hecho inculcado.
 - b) Los datos necesarios para la comprobación de la identidad de la persona reclamada, incluyendo fotografías y fichas dactiloscópicas, si las hubiera.
 - c) Los textos legales aplicables al caso, incluyendo los preceptos que establezcan el delito y la pena aplicable al mismo, y las normas que regulen la prescripción de la acción y de la pena.
3. Cuando el requerimiento se refiera a una persona que aún no ha sido condenada, deberá ser acompañado de una orden de detención o de prisión o del auto de procesamiento judicial equivalente, emanado de la autoridad competente de la Parte requirente.

La Parte requerida podrá solicitar que la requirente presente pruebas suficientes para establecer "Prima facie" que la persona reclamada ha cometido el delito por el cual la extradición se formula. La Parte requerida puede denegar la extradición si un examen del caso demuestra que la orden de arresto es manifiestamente infundada.
4. Cuando el requerimiento se refiera a una persona que haya sido condenada, deberá ser acompañado por los siguientes elementos:

- a) Si procede de los Estados Unidos de América, de una copia de la declaración de culpabilidad y de la sentencia, en el caso de que ésta ya hubiera sido dictada.
- b) Si procede de la República Oriental del Uruguay, de una copia de la sentencia dictada.

En los dos supuestos de este apartado, se enviará asimismo a la Parte requerida una certificación de que la sentencia no se ha cumplido totalmente, indicando la parte de la misma que falta cumplir.

5. Los documentos que, conforme con el presente artículo, deben acompañar al pedido de extradición, serán admitidos al proceso cuando:

- a) En el caso de proceder de los Estados Unidos de América se hallen firmados por un juez, un magistrado o una autoridad competente de dicho país, autenticados con el sello oficial del Departamento de Estado y legalizados por el principal agente diplomático o consular de la República Oriental del Uruguay en los Estados Unidos de América.
- b) En el caso de proceder de la República Oriental del Uruguay, estén firmados por un juez u otra autoridad judicial y estén legalizados por el principal agente diplomático o consular de los Estados Unidos de América en la República Oriental del Uruguay.

6. Todos los documentos mencionados en este artículo se presentarán acompañados de una traducción al idioma de la Parte requerida, que quedará a cargo exclusivo de la Parte requirente.

ARTICULO 11

En caso de urgencia las Partes Contratantes podrán solicitar, por medio de sus respectivos agentes diplomáticos o por comunicación directa entre el Departamento de Justicia de los Estados Unidos de América y el Ministerio del Interior de la República Oriental del Uruguay, que se proceda a la detención provisoria del inculpado así como a la aprehensión de los objetos relacionados con el delito de que se le acusa que estén en su posesión o en posesión de su asociado o representante, y cuya ubicación haya sido determinada por la Parte requirente, la cual deberá acompañar la solicitud de aprehensión de dichos objetos con prueba que demuestre la relación de los mismos con el delito inculpado. La Parte requerida podrá rechazar dicha solicitud a efectos de salvaguardar el derecho de terceros.

Este pedido será atendido cuando contenga la declaración de la existencia de uno de los documentos enumerados en los apartados 3 y 4 del Artículo 10, los datos de identificación de la persona reclamada y mención del delito que se le imputa.

En ese caso, si dentro de un plazo máximo de cuarenta y cinco días contados desde la fecha de su arresto provisorio, la Parte requirente no presentara el pedido formal de extradición al Ministerio de Relaciones Exteriores, en el caso de proceder de los Estados Unidos de América, o al Departamento de Estado, en el caso de proceder de la República Oriental del Uruguay, acompañado de los documentos citados en el Artículo 10, la persona reclamada será puesta en libertad, y sólo se admitirá un nuevo pedido por el mismo hecho si se introduce una solicitud formal de extradición con todos los recaudos exigidos por el Artículo 10.

ARTICULO 12

Si la Parte requerida solicita comprobantes o información adicional para poder decidir sobre el pedido de extradición, los mismos deberán ser entregados dentro del plazo otorgado por esa Parte.

Si la persona reclamada estuviera bajo arresto y la información adicional presentada en la forma precitada no bastara o si la misma no fuera recibida dentro del plazo especificado por la Parte requerida, dicha persona será puesta en libertad. Esta liberación no impedirá a la Parte requirente presentar otro pedido en debida forma con respecto al mismo delito o a cualquier otro.

ARTICULO 13

La persona extraditada como resultado de la aplicación del presente Tratado, no podrá ser detenida ni juzgada o condenada en el territorio de la Parte requirente por delitos que no sean los que determinaron la concesión de la extradición, ni entregada a un tercer Estado que la reclame, salvo en los siguientes supuestos:

1. Si al ser puesta en libertad, permaneciere por más de 30 días en el territorio de la Parte requirente, plazo que se contará desde el día en que se le otorgó la libertad.
2. Cuando, aun habiendo abandonado el territorio de la Parte requirente después de su extradición, retornara voluntariamente al mismo.
3. Cuando la Parte requerida haya manifestado su expresa conformidad para que el extraditado sea detenido, juzgado y condenado por la Parte requirente o entregado a un tercer Estado, por un delito distinto al que dió lugar a la extradición, siempre que dicho delito esté comprendido en la enumeración del Artículo 2 del presente Tratado.

A los efectos de la aplicación de los apartados 1 y 2 del presente Artículo, deberá advertirse formalmente al extraditado, al tiempo de serle otorgada la libertad en el Estado requirente, sobre las consecuencias que pueda acarrearle su permanencia en el territorio de ese país.

Las estipulaciones indicadas en los apartados 1, 2 y 3 prece-
dentes, no se aplicarán por delitos cometidos con posterioridad a la concesión de la extradición.

ARTICULO 14

Si la Parte requerida recibe de dos o más Estados solicitudes de extradición de la misma persona, ya sea por el mismo delito o por delitos distintos, decidirá a cuál de los Estados requirentes concederá la extradición, teniendo en cuenta todas las circunstancias del caso y, especialmente, la posibilidad de una posterior extradición entre los Estados requirentes, la gravedad de cada delito, el lugar donde fue cometido, la nacionalidad de la persona reclamada, las fechas en que las solicitudes fueron recibidas y las disposiciones de sus acuerdos de extradición con los otros Estados requirentes.

ARTICULO 15

La Parte requerida comunicará de inmediato a la Parte requirente, por vía diplomática, la decisión tomada sobre la solicitud de extradición.

Si se dicta por la autoridad competente un auto u orden de extradición de la persona reclamada y ésta no es retirada del territorio de la Parte requerida dentro del plazo de treinta días, contados desde la fecha de dicha comunicación, será puesta en libertad y la Parte requerida podrá denegar posteriormente su extradición por el mismo delito.

ARTICULO 16

Dentro del límite permitido por las leyes de la Parte requerida y salvo el mejor derecho de terceros, que será debidamente respetado, todos los objetos, valores o documentos concernientes al delito, sea que provengan del hecho o que hubiesen servido para su ejecución o que de cualquier otro modo revistiesen el carácter de piezas de convicción, serán entregados a la Parte requirente, aun cuando, una vez concedida la extradición, ésta no pueda hacerse efectiva por razón de la muerte o desaparición del inculpado.

ARTICULO 17

El tránsito por el territorio de una de las Partes Contratantes de una persona cuya extradición ha sido acordada por un tercer Estado a la otra Parte será autorizado cuando se solicite por conducto diplomático, acompañando testimonio del auto por el que se concedió la extradición, siempre que concurran las condiciones que justificarían la extradición de tal persona por el Estado de tránsito y no hayan graves razones de orden público que se opongan al mismo.

La Parte requirente reembolsará al Estado de tránsito los gastos que ha debido efectuar con motivo del transporte de la persona extraditada.

ARTICULO 18

Los gastos relativos a la traducción de documentos y al transporte de la persona reclamada serán pagados por la Parte requirente. Las autoridades competentes del Estado en que tiene lugar el procedimiento de extradición deberán representar, por todos los medios dentro de sus facultades legales, a la Parte requirente ante los correspondientes jueces y tribunales.

La Parte requerida no presentará a la Parte requirente ninguna reclamación pecuniaria derivada del arresto, custodia, interrogación y entrega de las personas reclamadas de acuerdo con las disposiciones de este Tratado.

ARTICULO 19

Las Partes Contratantes con el fin de cooperar en la prevención y represión del delito, de conformidad con sus propias leyes respectivas, se comprometen:

1. A intercambiar informaciones y considerar las medidas administrativas más eficaces para la prevención y represión de delitos;
2. A diligenciar en la forma más expedita los exhortos en relación con los hechos delictivos previstos en este Tratado;
3. A intercambiarse datos estadísticos y resultados de investigaciones en el campo de las ciencias criminológicas.

ARTICULO 20

Este Tratado será ratificado y entrará en vigor a partir del canje de ratificaciones que se realizarán en Montevideo a la brevedad posible.

El mismo podrá ser denunciado por cualquiera de las Partes Contratantes previa notificación a la otra Parte Contratante en cualquier momento y la denuncia se hará efectiva seis meses después de la fecha de recepción de dicha notificación.

Este Tratado deroga y reemplaza al Tratado de Extradición de Criminales entre los Estados Unidos de América y la República Oriental del Uruguay, firmado en Washington el 11 de marzo de 1905. Sin embargo, los delitos que figuran en la lista de dicho Tratado que hayan sido cometidos antes de la entrada en vigor del presente, seguirán sujetos a la extradición de conformidad con las disposiciones de aquel acuerdo, con excepción de las disposiciones procesales que serán, en todos los casos, las del presente Tratado.

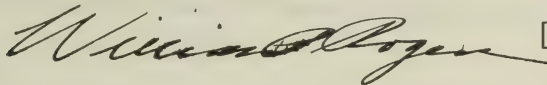
IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Treaty.

DONE in duplicate, in the English and Spanish languages, both equally authentic, at Washington this sixth day of April, one thousand nine hundred seventy-three.

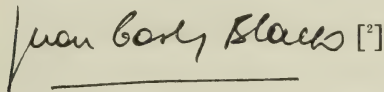
EN TESTIMONIO DE LO CUAL los abajo firmantes, habiendo recibido la debida autorización a ese efecto, de sus respectivos Gobiernos, han firmado este Tratado.

REDACTADO en duplicado, en los idiomas inglés y español, ambos igualmente auténticos, en Washington, a los seis días de abril de mil novecientos setenta y tres.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:

 [1]

FOR THE ORIENTAL REPUBLIC OF URUGUAY:
POR LA REPUBLICA ORIENTAL DEL URUGUAY:

 [2]

¹ William P. Rogers.

² Juan Carlos Blanco.

MALDIVES

Defense: International Military Education and Training (IMET)

*Agreement effected by exchange of note and telex
Dated at Colombo and Male March 4 and April 9, 1983;
Entered into force April 9, 1983.*

*The American Embassy to the Maldivian Ministry of Foreign
Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 8

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Maldives and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government.

TIAS 10851

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of the Republic of Maldives may include training related to defense articles with respect to which the agreement of the Government of the Republic of Maldives to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs of the Republic of Maldives shall constitute an agreement between the two Governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Republic of Maldives the assurances of its highest consideration.

Embassy of the United States of America,
Colombo, March 4, 1983.



[TELEX]

09 April 83

TO: Embassy of America

NO: 378/F-1 DT: 9/4/83

Re: Conditions with Respect to the United States International
Military Education and Training (IMET) Programme

Referring to the note No. 8 dated 9 March 1983, from the Embassy of the United States of America to the Republic of Maldives with special reference to paragraph 6 of the note verbale,^[1] the Ministry takes this opportunity to inform the Embassy of the United States of America that the Government of Maldives finds itself in full concurrence to observe the conditions with respect to the training.

Highest consideration

Ministry of Foreign Affairs

Maldives

¹ Penultimate paragraph of U.S. note No. 8, Mar. 4, 1983.

BRAZIL

Scientific and Technological Cooperation

Agreement extending the agreement of December 1, 1971, as amended and extended.

Effected by exchange of notes

Dated at Brasilia December 1, 1983;

Entered into force December 1, 1983.

The American Embassy to the Brazilian Ministry of External Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 444

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and has the honor to propose the extension for an additional period of one year from 1 December 1983 of the Agreement on a Program of Scientific and Technological Cooperation, signed by the Governments of the Federal Republics of Brazil and the United States of America on December 1, 1971^[1] and extended several times from that date.

In the event that the Government of the Federative Republic of Brazil agrees with the terms of the present note, it and the reply of the Ministry will constitute an agreement between the two governments, to enter into force on the date of the response.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of External Relations the assurances of its highest consideration.

Embassy of the United States of America
Brasilia, December 1, 1983



¹ TIAS 7221; 22 UST 1799.

The Brazilian Ministry of Foreign Affairs to the American Embassy

DAI/DCTEC/DCS/ 197 /692(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de acusar recebimento da nota nº 444, de 1º de dezembro do corrente ano, pela qual o Governo dos Estados Unidos da América propõe a prorrogação, por um período adicional de 1 ano, a partir de 1º de dezembro de 1983, do Acordo para um Programa de Cooperação Científica e Tecnológica entre a República Federativa do Brasil e os Estados Unidos da América, firmado em Brasília em 01/12/71, com vigência inicial de 5 anos, e prorrogado por períodos sucessivos de 5 anos, em 28.12.76, e de 6 meses, em 30.11.81, 01.06.82, 30.11.82 e 31.05.83.

2. O Ministério das Relações Exteriores informa a Embaixada dos Estados Unidos da América de que o Governo brasileiro concorda com os termos da referida nota, a qual, juntamente com a presente nota, passa a constituir um Acordo entre os dois Governos, a entrar em vigor na data de hoje.

Brasília, em 01 de dezembro de 1983.

TRANSLATION

DAI/DCTEC/DCS/197/692(B46)(B13)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 444 of December 1, 1983, by means of which the Government of the United States of America proposes the extension for an additional period of one year from December 1, 1983, of the Agreement on a Program of Scientific and Technological Cooperation between the Federative Republic of Brazil and the United States of America, signed in Brasilia on December 1, 1971, for an initial period of five years and extended for five years on December 28, 1976,^[1] and for successive periods of six months on November 30, 1981;^[2] June 1, 1982;^[3] November 30, 1982;^[4] and May 31, 1983.^[5]

The Ministry of Foreign Affairs informs the Embassy of the United States of America that the Brazilian Government agrees with the terms of the above-mentioned note, which, together with this note, shall constitute an agreement between the two governments to enter into force on today's date.

Brasilia, December 1, 1983

[Initialed]

1 Signed Dec. 27 and 28, 1976.
TIAS 8749; 28 UST 8151.

2 Dated Nov. 27 and 30, 1981.
TIAS 10398.

3 Dated May 19 and June 1, 1982.
TIAS 10398.

4 Dated Nov. 29 and 30, 1982.
TIAS 10606.

5 Dated May 31, 1983. TIAS 10719.

BELGIUM

Shipping: Louisiana Offshore Oil Port

*Agreement effected by exchange of notes
Dated at Washington December 1 and 9, 1983;
Entered into force December 9, 1983.*

The Embassy of Belgium to the Department of State

AMBASSADE DE BELGIQUE

The Embassy of Belgium presents its compliments to the Department of State and has the honor to refer to the discussions which have taken place between the representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974,^[1] and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of Belgium and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purpose stated therein shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Belgium, on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and the Government of Belgium that this agreement shall not apply to vessels registered in or flying the flag of Belgium merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to the Government of the United States, the Embassy of Belgium has the honour to propose that this Note, together with

¹ 88 Stat. 2126; 33 U.S.C. §1501 et seq.

the United States reply thereto, shall constitute an agreement between our two Governments, to enter into force upon the date of your reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other.

The Embassy of Belgium avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

Washington, D.C., December 1, 1983.

A handwritten signature in dark ink, appearing to be 'J. M.' or similar, located below the date.

The Department of State
Washington, D.C.

The Department of State to the Embassy of Belgium

The Department of State acknowledges receipt from the Embassy of Belgium of the note dated December 1, 1983, the terms of which are as follows:

"The Embassy of Belgium presents its compliments to the Department of State and has the honor to refer to the discussions which have taken place between the representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of Belgium and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purpose stated therein shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Belgium, on the same basis as when in coastal ports of the United States.

"It is the understanding of the Government of the United States and the Government of Belgium that this agreement shall not apply to vessels registered in or flying the flag of Belgium merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port. "If the foregoing is acceptable to the Government of the United States, the Embassy of Belgium has the honour to propose that this

Note, together with the United States reply thereto, shall constitute an agreement between our two Governments, to enter into force upon the date of your reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other.

"The Embassy of Belgium avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration."

The Department of State agrees to this arrangement and will regard the Note from the Embassy of Belgium and this reply as constituting an agreement between the Governments of the United States and Belgium on these matters.

Department of State,

December 9, 1983

Washington,

EGYPT

Postal: Express Mail Service

*Agreement, with detailed regulations, signed at Cairo and Washington December 3 and 22, 1983;
Entered into force February 1, 1984.*

INTERNATIONAL EXPRESS
MAIL SERVICE AGREEMENT
BETWEEN
THE EGYPTIAN NATIONAL POSTAL ORGANIZATION
AND
THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them and in accordance with Article 6 of the Universal Postal Union Convention done at Rio de Janeiro in 1979,^[1] have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the reciprocal exchange of International Express Mail between Egypt and the United States of America.

Article 2 Definitions

In this agreement and the annexed regulations the following expressions shall have the meanings indicated hereunder:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention adopted by the Congress of the Universal Postal Union from time to time, and adopted by the signatory countries;

¹ TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time, and adopted by the signatory countries;

5. International Express Mail Service (EMS) - the service established by this Agreement;

6. Scheduled service - an optional International Express Mail service which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an optional International Express Mail service which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

8. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin.

Article 3 Service Options

The services operating between the administrations shall include:

A. Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.
2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.
3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:
 - (i) The identification number of the customer contract, which number shall be indicated on each item sent;
 - (ii) the names and addresses of the sender and designated addressee;

- (iii) the days of the week designated by the customer as scheduled dispatch days;
- (iv) the time of day delivery is requested; and
- (v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3.

B. On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

C. Merchandise Service

Merchandise service shall be introduced upon mutual agreement by exchange of correspondence between the two administrations.

Article 4 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 5 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 6 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 7, each item to be admitted into the International Express Mail service shall:

- (a) be packed in a manner adapted to the nature of the contents and the conditions of transport;
- (b) bear the names and addresses of the addressee and of the sender; and
- (c) satisfy the conditions of weight and size fixed by Article 8.

Article 7 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Items shall be subject to all restrictions on conveyance by air that may from time to time be applied by the competent authorities.

Article 8 Limits of Size and Weight

An item of International Express Mail:

- (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,
- (b) shall not be less than 90 x 140 millimeters; and,
- (c) shall not exceed 10 kilograms in weight.

Article 9 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 7 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 10 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 11 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be handled in accordance with the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 12 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 13 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 14 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received. Terminal charges as established under the Acts of the Universal Postal Union shall not be applied to items exchanged pursuant to this Agreement.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

- (i) be communicated to the other administration at least three months in advance;
- (ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 15 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 16 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 17 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 18 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 19 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 20 Temporary Suspension of Service

When, owing to exceptional circumstances, either administration is obliged to suspend its service temporarily either wholly or in part, it shall notify the other administration immediately, if need be by telex. Any item which is undeliverable as a result of such a suspension of service shall be returned by air to the origin administration, free of charge.

TIAS 10854

Article 21 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 22 Alterations or Amendments; Additional Rules
and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 23 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.^[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination. The termination of the Agreement shall be without prejudice to settlement of any outstanding account relating to the service covered by this Agreement.

¹ Feb. 1, 1984.

Done in duplicate and signed at Cairo on the 3rd
day of *December*, 1983 and at
Washington, D.C. on the 22nd day of *December*, 1983.

FOR THE EGYPTIAN NATIONAL POSTAL ORGANIZATION:

H. Sokkar [1]

FOR THE UNITED STATES POSTAL SERVICE:

W. Duka [2]

Assistant Postmaster General
International Postal Affairs

1 Hussein Sokkar.

2 Walter E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL
EXPRESS MAIL SERVICE AGREEMENT
BETWEEN
THE EGYPTIAN NATIONAL POSTAL ORGANIZATION
AND
THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Service Agreement between the Egyptian National Postal Organization and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

- (a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;
- (b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;
- (c) the rates and dues established under the Agreement; and,
- (d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Following the introduction of merchandise service in accordance with Article 3 (c), each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed \$250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.
2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.
3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.
4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations. Each dispatch may also be accompanied by a Universal Postal Union form C-12.
2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

- (a) the exchange office of destination; and
- (b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The on demand items in each dispatch may be individually listed or the total number of such items may be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items and bags in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administrations of origin and destination, by teléx or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 115 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

GRENADA

Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties

*Arrangement effected by exchange of notes
Signed at St. George's December 5 and 8, 1983;
Entered into force December 8, 1983.*

The Grenadian Permanent Secretary, Ministry of Telecommunications, Broadcasting and Public Utilities to the American Charge d'Affaires



MINISTRY OF TELECOMMUNICATIONS
BROADCASTING
AND PUBLIC UTILITIES
ST. GEORGE'S
GRENADA, W.I.

December 5th 1983

Charge D'Affaires,
U.S. Mission,
Ross Point Inn,
St. George's,
Grenada.

Dear Sir:

Further to the recent exchange of telegrams (copies attached^[1]) between the Government of Grenada and the Government of the United States of America, on the subject of the exchange of Third Party Traffic between radio amateurs of the United States and Grenada, it is noted that the Government of the United States has agreed to the grant of a temporary permit for Third Party messages until the 10th of December 1983.

In the light of the foregoing, the Government of Grenada wishes to submit the following proposals as the basis for formal agreement on the exchange of Third Party messages between radio amateurs of Grenada and the United States.

- (1). No compensation may be directly or indirectly paid for such messages or communications.
- (2). Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their importance,^[2] recourse to the public telecommunications service is not justified. To the extent that in the event of a disaster the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.
- (3). This arrangement shall be applicable with respect to all amateur radio stations only licensed by appropriate authority of either the United States or Grenada.
- (4). This arrangement shall be subject to termination by either Government on sixty days notice to the other Government, by further arrangement between the two Governments dealing with the same subject, or by enactment of legislation in either country inconsistent therewith.

These proposals are submitted for your consideration in the hope that it will be possible to finalise these arrangements on or before 10th December 1983, when the present temporary permit expires.

The Government of Grenada wishes to indicate its approval in principle for the reciprocal licensing of radio amateurs in accordance with regulations in force in the respective countries.

Yours faithfully,

Permanent Secretary,
Ministry of Telecommunications
Broadcasting and Public Utilities.

Leroy A. M. Baptiste
Leroy A.M. Baptiste
for Permanent Secretary.

¹ Not printed.

² Should read "unimportance".

*The American Embassy to the Grenadian Ministry of Foreign
Affairs*

St. George's, Grenada

December 8, 1983

No. 6

The Embassy of the United States of America presents its compliments to the Government of Grenada and has the honor to refer to the letter from the Ministry of Telecommunications, Broadcasting and Public Utilities, dated December 5, 1983, containing the following proposal for the conclusion of an agreement between the United States of America and Grenada which would permit the exchange of third-party messages between amateurs of the United States and Grenada.

- (1) No compensation may be directly or indirectly paid for such messages or communications.
- (2) Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of a disaster the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

- (3) This arrangement shall be applicable with respect to all amateur radio stations only licensed by appropriate authority of either the United States or Grenada.
- (4) This arrangement shall be subject to termination by either Government on sixty days notice to the other Government, by further arrangement between the two Governments dealing with the same subject, or by enactment of legislation in either country inconsistent therewith.

These proposals are submitted for your consideration in the hope that it will be possible to finalize these arrangements on or before December 10, 1983, when the present temporary permit expires."

The Embassy of the United States takes pleasure in informing the Government of Grenada that it accepts the proposal to conclude the sforessaid agreement, and agrees that the same be formalized and enter into force as of the date of this note.

The Embassy of the United States of America avails itself of this opportunity to renew to the Government of Grenada the assurances of its highest consideration.

His Excellency

Patrick Emmanuel,
Ministry of Foreign Affairs, Civil
Aviation and Tourism,
St. George's, Grenada

SRI LANKA

Telecommunications: Facilities of Radio Ceylon

Agreement amending and extending the agreement of May 12 and 14, 1951, as amended and extended.

Effected by exchange of notes

Signed at Colombo December 9, 1983;

Entered into force December 9, 1983.

The American Ambassador to the Sri Lankan Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Colombo, December 9, 1983

Mr. Minister:

Pursuant to instructions from my Government, I have the honor to state that the following text is acceptable to my Government as the embodiment of the agreement resulting from our negotiations which have been held over the past several months with respect to the continued operation of the Voice of America's Radio Relay Station in Sri Lanka.

REVISION OF VOA AGREEMENT

Extensions and modifications of the agreement on broadcast facilities between the Government of Sri Lanka and the Government of the United States of America are contained in Notes exchanged between the two Governments dated May 12 and May 14, 1951; July 14 and August 23, 1954; April 30, 1962; January 12 and April 26, 1971; May 19 and October 1, 1976; April 9 and April 16, 1981; April 21 and May 10, 1982; and March 23 and April 5, 1983.^[1]

It is proposed that the existing agreement remain in force, modified or supplemented by the following paragraphs relating to our enhanced cooperation:

The Honorable

A.C.S. Hameed,

Minister of Foreign Affairs

of the Democratic Socialist

Republic of Sri Lanka

¹TIAS 2259, 4436, 5037, 7126, 8414, 10319, 10681; 2 UST 1041; 11 UST 229; 13 UST 972; 22 UST 691; 27 UST 3982; 33 UST 4497; 35 UST 675.

1. At its expense the Government of the United States of America, acting through the United States Information Agency, will undertake to construct and to operate a receiving and transmitting Voice of America Radio Relay Station in Sri Lanka at an agreed upon site as soon as possible. The transmitting station will consist of up to six shortwave transmitters of which two shall have capability to transmit up to 250 kilowatts, and four shall have capability to transmit up to 500 kilowatts, and related antennas. In connection with the foregoing, there will be associated receiving and communication facilities, and operational facilities as may be necessary for the staff.
2. The Government of Sri Lanka shall lease to the Government of the United States of America, or assist in the acquisition of the necessary rights to, approximately 1,000 acres of land for the expanded facilities. The location of the land and the terms and conditions for lease thereof shall be determined by mutual agreement between the two parties. The land so made available to the Government of the United States of America shall be for the broadcasting purposes of the Voice of America as set forth in this agreement, and the Government of Sri Lanka agrees to expedite all governmental clearances that may be necessary for these purposes to be achieved.
3. The Government of the United States of America will be responsible for management, operation, construction, maintenance and technical improvement of the radio relay station.

4. The Government of the United States of America agrees to retain for thirty days records of the programs of the Voice of America relayed from the station in Sri Lanka and, upon request by the Government of Sri Lanka shall make available to the Government of Sri Lanka, materials of specifically designated programs from its archives in Washington.
5. Out of respect for the concerns expressed by the Government of Sri Lanka, the Government of the United States of America shall use its best endeavors not to broadcast any programs detrimental to the national interests of Sri Lanka.
6. Under implementing arrangements concluded between the Voice of America and Sri Lanka Broadcasting Corporation, representatives of the Corporation shall have access to the station.
7. The Government of Sri Lanka shall, in conformity with its laws, guarantee a right of access at all times to the station by officers and employees of the Government of the United States of America.
8. Because of the large-scale capital investment, major construction and expanded broadcasting facilities, it is agreed that this agreement which will come into force as provided in paragraph 23 hereof shall continue in force for a period of twenty years after the date of first operational broadcast from the expanded facilities. The Government of the United States of America shall promptly advise the Government of Sri Lanka of the date of first operational broadcast. Either Government may provide notice of termination to the other Government at

least one year in advance of the final date of the above-mentioned period. In absence of such notice, the agreement will continue in force until one Government gives one year's notice of termination to the other Government. Without prejudice to the preceding language of this paragraph, in anticipation of the expiration of this agreement, representatives of both Governments shall meet, six months before the end of the nineteenth year, at the request of either Government, to negotiate the terms and conditions relating to one or more extensions of ten (10) years under a lease arrangement for the continued use and management of the station by the Voice of America or other modification of this agreement.

9. Except for the positions of the Station Manager and up to seven U.S. Management support personnel, all technical and administrative support positions will be Sri Lankan. On an interim basis (which shall in no event exceed seven years measured from the date of the first operational broadcast) and until Sri Lankan technical personnel are trained and qualified by the Voice of America, the Voice of America will be permitted to assign such qualified Voice of America personnel to the facilities as may be necessary.
10. The Station Manager and the seven U.S. management support personnel shall take the place of the Resident Engineer who has been stationed in Sri Lanka under the terms of paragraph 4 of the Notes dated May 12, 1951 and May 14, 1951, and shall have the status and be accorded the same privileges and immunities as are accorded to

such Resident Engineer under the terms of the fourth paragraph of the Notes dated April 30, 1962.

11. The other Voice of America personnel assigned to the Station on an interim basis shall be indemnified by the Government of Sri Lanka, in case of any claims brought by third parties in respect of any liabilities resulting from operations under this agreement, except such claims on liabilities which are due to the gross negligence or to the willful misconduct of such personnel.
12. With respect to the supply of electric power to the station, the Government of the United States of America shall have the option exercisable at any time during the duration of this agreement either to operate U.S. installed generators or to obtain electricity from the Sri Lankan grid. The Government of the United States of America further agrees that at its expense the facilities of its Voice of America station will include a back-up electrical generating plant sufficient for all needs of the station together with a power substation and connecting transmission lines to the Sri Lankan grid. Rates to be charged to the Voice of America shall be the rates charged to the largest commercial or industrial users in Sri Lanka, whichever are lower.
13. At its expense the Government of the United States of America may lease through an international record carrier time on satellite-transmitted audio circuits to carry broadcasts of the Voice of America from the United States to Sri Lanka.
14. Except for the provisions relating to income tax, the Government of the United States of America and the

Government of Sri Lanka agree that in accordance with the provisions of paragraph 2(A) set forth in the Notes of May 12, 1951 and May 14, 1951, as suitably modified in the light of paragraph 3 whereby maintenance and technical improvements will be the responsibility of the Government of the United States of America, equipment and material imported into Sri Lanka by the Government of the United States of America for the management, operation, construction, maintenance and technical improvement of the radio relay station shall be exempt from the payment of customs duty.

15. The Government of the United States of America and the Government of Sri Lanka will cooperate closely concerning the use of radio frequencies. Upon request by the Government of the United States of America, the Government of Sri Lanka will take necessary steps within the framework of the radio regulations of the International Telecommunication Union to make available to the Government of the United States of America the radio frequencies required by the station.
16. The Voice of America shall give the Sri Lanka Broadcasting Corporation a 250 kilowatt shortwave transmitter. At the option of the Sri Lanka Broadcasting Corporation, this transmitter may be co-located at the Voice of America station in which case the transmitter shall be operated and maintained by personnel of the Voice of America. The Sri Lanka Broadcasting Corporation shall have priority usage on the transmitter and the Voice of America shall have secondary usage. The Voice of America shall also

provide secondary usage of one of its 500 kilowatt transmitters to the Sri Lanka Broadcasting Corporation. The direct costs of the broadcasts of the Sri Lanka Broadcasting Corporation arising out of the priority or secondary use of these transmitters by the Corporation and the pro rata expense of maintenance on the transmitters shall be borne by the Corporation. The rates charged by the Voice of America to the Corporation for electricity used in the Corporation's broadcasts shall be either those charged to the Voice of America for electricity obtained from the Sri Lankan grid or, in the case of power generated by the Voice of America, such rates as representatives of the Voice of America and of the Sri Lanka Broadcasting Corporation shall fix as fair and equitable from time to time and in their sole discretion. The Voice of America shall bear its pro rata share of direct operating costs and expenses of maintenance arising out of its secondary use of the Corporation's 250 kilowatt transmitter.

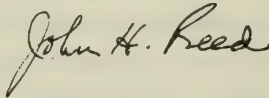
17. The Government of the United States of America relinquishes all claims of reversionary title to the radio facilities now in Sri Lanka which are covered by the prior existing agreement. Upon first operational broadcast from the new transmitters installed by the Voice of America, the Sri Lanka Broadcasting Corporation shall have full and unrestricted use of the existing radio facilities now in Sri Lanka.
18. The Voice of America shall provide specialized training at the station to selected technical personnel of the Sri Lanka Broadcasting Corporation in the course of the

Voice of America's normal operation and maintenance of the radio facilities covered by this agreement. Except for the salaries (if any) of these personnel, the Voice of America shall bear all costs of training. Implementing arrangements shall be concluded between the Voice of America and the Corporation.

19. Under agreed implementing arrangements, the Voice of America shall also undertake to inform the Sri Lanka Broadcasting Corporation of the latest public developments in broadcasting technology.
20. In its broadcasts from the expanded facilities, the Government of the United States of America agrees to use its best endeavors to ensure that Voice of America broadcasts from the new station will cause no interference with any other broadcasts transmitted to or from Sri Lanka. Representatives of the Voice of America and of the Sri Lanka Broadcasting Corporation shall confer on means to achieve this purpose.
21. The Government of Sri Lanka and the Government of the United States of America agree that the title and ownership of the expanded facilities shall remain in the Government of the United States of America for the duration of the agreement. The two Governments agree that paragraph 12 of the Notes of May 12 and May 14, 1951, shall apply, mutatis mutandis, to the transfer of title and ownership to and use of the facilities by the Government of Sri Lanka or the removal of the facilities from Sri Lanka by the Government of the United States of America upon final termination or expiration of this agreement.

22. At any time during the operation of this agreement either party shall have the right to request a review of the provisions in the agreement, which review shall take place forthwith.
23. Finally, I have the honor to propose that, if these proposals are acceptable to the Government of the Democratic Socialist Republic of Sri Lanka, this Note and your Note in reply concurring therein shall constitute an agreement between our two Governments which will enter into force on the date of your reply.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

A handwritten signature in dark ink, reading "John H. Reed". The signature is written in a cursive style with a large, stylized initial "J".

*The Sri Lankan Minister of Foreign Affairs to the American
Ambassador*



*Minister of Foreign Affairs
Sri Lanka*

9th December, 1983.

Excellency,

I have the honour to acknowledge receipt of your note dated
9th December, 1983 the text of which is as follows:

[For text of the U.S. note, see pp. 3280-3288.]

The proposals contained in your Note are acceptable to my
Government. I have noted that your Note, together with this Note
in reply, concurring therein, shall constitute an agreement
between our two Governments to enter into force on the date of
this reply.

Accept, Your Excellency, the renewed assurances of my
highest consideration.

A.C.S. Hameed
A.C.S. Hameed

TIAS 10856

MULTILATERAL

International Institute for Cotton

Amendments to the Articles of Agreement of the International Cotton Institute.

Resolution adopted by the General Assembly of the International Cotton Institute, at Washington, December 9, 1983;

Entered into force January 1, 1984.

AMENDMENTS TO
ARTICLES OF AGREEMENT OF INTERNATIONAL INSTITUTE FOR COTTON
ADOPTED ON DECEMBER 9, 1983

Be it resolved that Articles IV and V of the Articles of Agreement of the International Institute for Cotton^[1] are amended, effective January 1, 1984, to read as follows:

Article IV
Assessments and Finance

Section 1. Assessments

- (a) The basis of annual assessments of members of the Institute shall be the equivalent of 0.65 U. S. dollars per bale (478 pounds) of net exports (as defined in paragraphs (b) (3) and (4) of this Section 1) of cotton and cotton textiles (as defined in paragraph (b) (1) of this Section 1) from all origins by each member to all destinations.
- (b) For the purposes of paragraph (a) of this Section 1:
 - (1) the terms "cotton" and "cotton textiles" mean spinnable raw cotton and the cotton content of textiles;
 - (2) the rules and procedures to be used to determine the cotton content of textiles, and to express such content in terms of quantity of spinnable raw cotton, shall be adopted by the General Assembly in accordance with paragraph (i) of Section 3 of Article III;
 - (3) the term "net exports" means the difference between the total volume of exports and the total volume of imports by each member;
 - (4) the terms "exports" and "imports" shall not include any exports or imports without commercial character; the term "exports" shall not include any exports to any country outside Western Europe and Japan in which the cotton content of textiles, as expressed in terms of quantity of raw cotton, exported by that country to Western Europe and Japan, is less than ten percent of its total mill consumption of raw cotton;
 - (5) the volumes of exports and imports in respect of each member shall be determined on the basis of official trade statistics regarding the member concerned. The statistical sources shall relate to the most recent calendar or fiscal year, as the case may be, or to the average of the preceding three calendar years or fiscal years, as the member may elect. The alternative initially selected by a member shall be consistently applied until a decision to the contrary is adopted by the General Assembly at the request of the member.
- (c) The assessment of a member computed in accordance with paragraph (a) of this Section 1 shall be adjusted by multiplying this assessment

¹ TIAS 5964, 6184, 9549; 17 UST 83, 2378; 30 UST 6220.

by a coefficient relating to the level of its gross national product per capita as follows:

Gross National Product Per Capita in U. S. dollars	Coefficient
250 and below	0.5
from 251 to 750	0.7
from 751 to 1,500	0.9
1,501 and above	1.0

- (d) Notwithstanding paragraphs (a) and (c) of this Section 1, the annual assessment payable by a member shall not be less than twenty thousand United States dollars.
- (e) Subsequent to the approval of the budget and taking into account all the resources available, the General Assembly may increase or reduce the amount in United States dollars referred to in paragraph (a) of this Section 1. It may also modify the levels of the gross national product per capita and the coefficients contemplated in paragraph (c) of this Section 1.
- (f) At least one-half of the annual assessment of a member due in respect of any year shall be paid on or before the thirty-first of January of the year in respect of which it is due and any balance remaining due shall be paid not later than on the thirty-first of July of that year, except that, if any member determines that internal budgetary considerations require payment of a portion of a member's annual assessment subsequent to the thirty-first of July, then such payment shall be made as soon as possible thereafter, or not later than the fifteenth of October of that year.

Section 2. Currencies in which payable

- (a) The assessment shall be expressed in terms of United States dollars.
- (b) Payment may be made in United States dollars or in the currency of any of the countries where a promotion program is in effect or is contemplated, provided such currency is freely convertible into the currencies of all other countries in which the Institute operates.
- (c) Payment of assessments in currencies other than United States dollars shall be computed on the basis of the par value established by the International Monetary Fund.^[1]
- (d) To the extent possible, the member Governments shall attempt to make payment in currencies that will match the total required currencies projected by the Executive Director. However, the Executive Director is empowered to convert one currency into another to meet the program requirements approved by the General Assembly.

¹ TIAS 1501, 6748, 8937; 60 Stat. 1401; 20 UST 2775; 29 UST 2203.

Section 3. Financial Aid

In furtherance of its purposes, the Institute may accept all contributions of funds, aids, fees, royalties, goods and services.

Section 4. Financial obligations

The Institute shall not undertake programs or assume financial obligations greater than the total amount of the unobligated funds on hand.

Section 5. Payment of expenses

The expenses of representatives of members attending meetings of the General Assembly shall not be paid from funds of the Institute. However, the General Assembly may authorize payment of transportation and other expenses incurred in connection with

- (a) meetings of the Executive Committee,
- (b) any special committees constituted by the General Assembly or the Executive Committee, and
- (c) attendance by the Executive Secretary of the International Cotton Advisory Committee at meetings of the General Assembly.

Section 6. Assessments for new members

- (a) Each new member admitted to the Institute during any given fiscal year shall pay the full assessment for that year within 60 days from the date of admission; except that
- (b) each new member admitted in 1966 shall pay its full assessment within the period provided in Section 1 of this Article or within 60 days from the date of admission, whichever is later.

Section 7. Audits

As soon as possible after the close of each fiscal year, an independently audited statement of the Institute's receipts and expenditures during the fiscal year just closed, as well as the status and activities of other accounts, shall be presented to the General Assembly for approval.

Article V
Withdrawal, Suspension of Membership,
Suspension of Operations

Section 1. Withdrawal by members

Any member may withdraw from membership in the Institute by transmitting a notice in writing to the depositary of the Agreement, the Government of the United States of America. Withdrawal by a member that states in its notice that it cannot comply with an amendment adopted under Article VII shall be

TIAS 10857

effective on the date of the entry into force of the amendment, provided the depository has received the notice not more than 90 days after the entry into force of the amendment. Withdrawal under any other circumstances shall become effective at the end of the fiscal year in which such notice is received.

Section 2. Suspension of members

- (a) Failure of a member to pay the full assessment by the end of the year in which it is due shall automatically result in the suspension of all rights and privileges of participation in the Institute, unless otherwise decided by the General Assembly.
- (b) A member so suspended shall automatically cease to be a member one year from its suspension or at such other time as may be determined by the General Assembly unless it makes payment for all assessments for which it is in arrears.

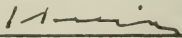
Section 3. Governments ceasing to be members

When a Government ceases to be a member, it shall lose all rights to the assets of the Institute and to benefits that may arise from participation in the Institute, unless otherwise provided by the General Assembly, but it shall have no further liability for any unpaid assessments.

Section 4. Termination of operations and settlement of obligations

The period of duration of the Institute shall be perpetual, except that the Institute may terminate its operations by a vote of two-thirds of the total number of votes in the General Assembly. Thereupon, the Institute shall forthwith cease all activities except those incident to the orderly distribution and preservation of its assets and settlement of its obligations. Until final settlement of such obligations and distribution of such assets, the Institute shall remain in existence, and all mutual rights and obligations of the Institute and its members under this Agreement shall continue unimpaired except that no member shall be suspended or withdrawn, and no distribution shall be made to members, except as provided in this Section. The Institute shall distribute its assets to the members on such basis, at such times, and in such currencies as may be determined by a two-thirds vote of the total number of votes in the General Assembly. Any member country in arrears on its assessments shall have deducted from its distributive share the amount by which it is in arrears.

Certified to be a true copy of the resolution passed by the General Assembly of the International Institute for Cotton, Washington, D.C., December 9, 1983



Peter Pereira
Executive Director

HUNGARIAN PEOPLE'S REPUBLIC

Cultural Relations: Exchanges for 1984-1985

*Program of cooperation signed at Budapest December 12, 1983;
Entered into force January 1, 1984.*

PROGRAM OF COOPERATION AND EXCHANGES
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC
IN CULTURE, EDUCATION, SCIENCE AND TECHNOLOGY
FOR 1984 AND 1985

In accordance with Article V of the Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic on Cooperation in Culture, Education, Science and Technology signed at Budapest on April 6, 1977^[1] (hereinafter referred to as "the Agreement"), the two Governments (hereinafter referred to as "the Parties") have prepared the following Program of Cooperation and Exchanges (hereinafter referred to as "the Program") for 1984 and 1985.

ARTICLE I

CULTURE AND EDUCATION

1. (a) The United States Party will receive up to 20 participants annually, including influential or distinguished persons, for periods of one month each, in individual or group programs for an exchange of experience and consultations. Suggestions for fields of specialization and group programs, and nominations will be made through diplomatic channels.

(b) The Hungarian Party will make every effort to receive up to 10 participants, including influential or distinguished persons, for up to one month each for an exchange of experience and consultations. The fields of specialization and lengths of stay will be determined through diplomatic channels.

2. (a) The Parties will make every effort to exchange annually two visiting lecturers, each for a full academic year. Fields of specialization and the receiving universities will be determined through diplomatic channels and according to practices already established by the Parties. Nominations may be made in all fields, but special consideration will be given to American and Hungarian studies.

(b) The Parties will exchange annually one research scholar for a full academic year and up to two other research scholars, each for a period from three to six months. Fields of specialization and the receiving institutions will be determined through diplomatic channels and according to practices already established by the Parties.

¹ TIAS 9259; 30 UST 1507.

3. (a) During the period of the Program the Parties will make every effort to organize a bilateral seminar on the translation and publication of American and Hungarian literary works. The venue, number of participants, and financial arrangements will be agreed upon through diplomatic channels.

(b) During the period of the Program the United States Party will receive a delegation of book publishers from the Hungarian People's Republic for the purpose of encouraging American publishers to publish Hungarian works and to reciprocate the visit of a delegation of publishers from the United States to Budapest that occurred in 1981.

4. The Parties will encourage contacts and cooperation between higher educational, scholarly and scientific institutions of the two countries in specialized fields determined on the basis of mutual interest. In order to explore possibilities for such contacts, each Party will receive up to four senior representatives from higher educational, scholarly and scientific institutions of the other country. The duration of these visits normally will be from three to four weeks.

5. The Parties will facilitate exchange of information and consultations concerning the comparability and equivalency of degrees.

6. The Parties will facilitate development of contacts between major libraries and archives of the two countries. During the period of the Program each of the Parties will receive two specialists in the field of libraries or archives for a period of one month each.

7. The United States Party, at the request of the Hungarian Party, annually will send three specialists in the teaching of English to lecture at summer courses organized for teachers of English at Hungarian secondary schools and universities.

8. (a) The Parties will facilitate the exchange of exhibitions of the kind defined by Article I, paragraph 2 (a) of the Agreement on a mutually acceptable basis, including major exhibitions when so agreed. The details of the exhibitions, including the themes and the financial conditions, will be determined through diplomatic channels.

(b) The Parties will encourage contacts between museums and other appropriate institutions of the two countries, including the exchange of artistic publications and other mutually acceptable forms of cooperation.

9. (a) The Parties will encourage an exchange of film weeks during the period of the Program. The venues and dates of the film weeks will be arranged through diplomatic channels. The film weeks may incorporate mutually acceptable collateral activities, such as meetings of film artists.

(b) The Parties will mutually encourage the making of films in co-production.

10. The Parties will encourage visits by professional and academic musical, dance and theatrical groups and individual performing artists, on a commercial basis whenever practicable, but not necessarily always.

11. The Parties will explore the possibilities for visits by specialists in the plastic arts, music, dance and theater for an exchange of professional experience and participation in productions.

12. The Parties will facilitate visits and the organization in their countries of various cultural and scholarly programs to commemorate appropriate national anniversaries and celebrations of the other country.

13. The Parties express their willingness to promote the success of the Cultural Forum to be held in Budapest in 1985 according to the conclusions of the Madrid Follow-up Meeting and in the spirit of the CSCE Final Act.

ARTICLE II

SCIENCE AND TECHNOLOGY

1. The Parties will encourage the implementation of the Agreement on Scientific and Technological Cooperation between the National Science Foundation (NSF) of the United States of America and the Hungarian Academy of Sciences (MTA) of the Hungarian People's Republic, signed July 7, 1982.^[1]

2. The Parties will encourage the implementation of the Memorandum of Understanding on Scientific Cooperation between the National Academy of Sciences of the United States of America and the Hungarian Academy of Sciences, in force since December 1, 1970, as revised.

¹TIAS 10573; 34 UST 3663.

3. The Parties will encourage the implementation of scientific exchanges between the United States Department of Health and Human Services and the Hungarian Ministry of Health of up to 12 person-months annually for each side in mutually acceptable fields. The Parties will encourage the conclusion of project agreements in areas of mutual benefit in the health sciences, such as in the understandings reached on cancer and cardiac research and research into the nervous system. Visits of scientists taking place under such agreements will not necessarily be included in the quota of 12 person-months cited above.

4. The Parties will encourage cooperation between the United States Geological Survey and the Hungarian Central Office of Geology, such cooperation to include annual exchanges of up to 10 person-months for Hungarian specialists to the United States and up to four person-months for American specialists to Hungary in fields of mutual interest. Special cooperative projects that may require involvement of additional personnel will be negotiated separately.

5. The Parties will encourage implementation of the October 11, 1978 Memorandum of Understanding between the Department of Transportation of the United States of America and the Ministry of Transport of the Hungarian People's Republic concerning research cooperation in the field of transportation.^[1] In order to expand cooperation, the Parties will encourage the conclusion of project agreements, such as the agreement reached on railway research.

6. The Parties will encourage the implementation of the Joint Statement signed May 13, 1981 between the United States Department of Agriculture and the Hungarian Ministry of Food and Agriculture.^[2] The details of future exchanges of personnel will be agreed upon by the two agencies pursuant to pertinent provisions of the Joint Statement.

7. The Parties will encourage cooperation between the National Bureau of Standards of the United States and the Hungarian National Office of Measures, as well as other corresponding Hungarian institutions, such cooperation to include annual exchanges of up to 16 person-weeks per side per year in fields of mutual interest.

8. The Parties will encourage contacts between potentially interested United States agencies, such as the United States Bureau of Mines, and the Hungarian Ministry of Industry to explore areas of cooperation in fields of mutual interest, especially, but not exclusively, in the energy and minerals fields. To this end, the Parties will make every effort to exchange two delegations of two persons each from each side for periods of up to three weeks each.

¹ TIAS 9216; 30 UST 743.

² TIAS 10103; 33 UST 1186.

9. The Parties will explore the possibility of exchanges of scientific and technical films during the period of the Program. Such cooperation may incorporate mutually acceptable collateral activities such as meetings of representatives of the relevant fields. The arrangements for these activities will be made through diplomatic channels.

10. The Parties will explore the possibilities of holding bilateral seminars on scientific subjects of mutual interest during the period of the Program. One of these will be held in Budapest to report on the results of cooperation between the United States Geological Survey and the Hungarian Central Office of Geology over the past four years. The subjects of eventual further seminars and other details will be agreed upon through diplomatic channels.

11. The Parties will continue to facilitate additional cooperative arrangements between interested institutions and organizations of the two countries. Major proposals resulting from such arrangements will be reported to each side through diplomatic channels.

ARTICLE III

GENERAL PROVISIONS

1. The exchanges, visits and other cooperative activities provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries and the availability of funds. Within this framework, both Parties will use their best efforts to promote favorable conditions for the fulfillment of these exchanges, visits and other cooperative activities in accordance with the provisions and objectives of the Agreement.

2. This Program will not preclude other mutually acceptable exchanges, visits and cooperative activities that may be initiated by interested organizations or persons active in the fields of culture, education, science and technology, it being understood that additional exchanges, visits and other cooperative activities will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

3. The Parties may initiate, by mutual agreement, an increase in the number of exchanges, visits and other cooperative activities provided for in the Program.

4. (a) Persons participating in the exchanges, visits and other cooperative activities provided for in the Program will be nominated by the sending Party and the receiving Party will inform about its decision. However, the participants under Article I, paragraph 1 (a) and (b) of the Program will be determined according to established practices on both sides and subject to the approval of the Parties. Nominations will be submitted through diplomatic channels, normally three months prior to the proposed arrival date. In the case of visiting lecturers and research scholars specified in Article I, paragraph 2 (a) and (b), nominations will be submitted by the sending Party nine months in advance of the proposed arrival date. The receiving Party will advise the sending Party of its decision not later than six months prior to the proposed arrival date. In the case of other nominations, the Parties will give notification of their decisions normally one month prior to the proposed arrival date and will inform each other at least two weeks in advance of the exact arrival date.

(b) For the purpose of the implementation of the provisions for the exchange of lecturers and research scholars under Article I, paragraph 2, any academic program initiated prior to December 31, 1985 will be governed by the provisions of this Program until the completion of the academic program.

5. For visits specified under Article I of the Program, the following conditions pertain, except for paragraphs 8 (a), 9, 10 and 11:

(a) The sending Party will provide round-trip transportation between the capitals of the two countries (Budapest and Washington, D.C.);

(b) The receiving Party will provide:

(i) The internal travel necessary for the successful completion of each visitor's approved program;

(ii) The local expenses of stay as specified in paragraphs 1 and 2 of the Annex, which Annex forms an integral part of the Program;

(iii) Medical and hospital care or insurance in case of sudden illness or accident, within limitations established in advance by the Parties;

(iv) Interpreters when appropriate for the professional programs of the visitors under Article I, paragraph 1 (a) and (b).

(c) The conditions governing cooperation between higher educational, scholarly and scientific institutions arising from Article I, paragraph 4 of the Program will be established by the participating institutions and organizations.

6. For activities specified under Article II, the cooperating agencies of the two countries will be guided by the terms of Article III, paragraph 5, unless those agencies agree otherwise.

7. The provisions of the Program may be amended by agreement between the Parties.

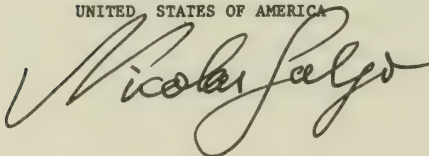
8. The Parties agree to hold by the end of 1984 a meeting of their designated representatives to discuss the implementation of the first year of the Program and plans for the second year.

9. For the Government of the United States of America, the United States Information Agency and the Department of State, and for the Government of the Hungarian People's Republic, the Ministry of Culture and Education and the International Cultural Institute, are designated as executive agencies for the implementation of the Program. These executive agencies will maintain contact through diplomatic channels.

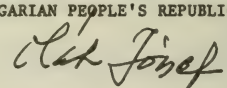
10. The Program shall enter into force on January 1, 1984 and shall remain in force through December 31, 1985.

DONE in duplicate at Budapest, Hungary this twelfth day of December, 1983 in the English and Hungarian languages, both being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

 [1]

FOR THE GOVERNMENT OF THE
HUNGARIAN PEOPLE'S REPUBLIC

 [2]

¹ Nicholas Salgo.

² Jozsef Olah.

ANNEX

Financial provisions of the Program of Cooperation and Exchanges in Culture, Education, Science and Technology between the Government of the United States of America and the Government of the Hungarian People's Republic for 1984 and 1985

1. For visits of one month or less, specified under Article I, paragraphs 1, 4, 6 and 7, the United States Party will provide a daily allowance of 94 U.S. dollars; the Hungarian Party will provide appropriate free hotel accommodation and a daily allowance of 500 forints.

2. For visits of more than one month specified under Article I, paragraph 2, the United States Party will provide for the Hungarian lecturers and researchers a monthly stipend of 1,750 U.S. dollars and the internal travel necessary for the successful completion of the approved program; the Hungarian Party will provide for the American lecturers and researchers a monthly stipend of 9,500 forints and an appropriate, furnished apartment including utilities free of charge, and the internal travel necessary for successful completion of the approved program.

3. For visits specified under Article II, the specific financial conditions will be determined by prior agreement between the agencies concerned.

AZ AMERIKAI EGYESÜLT ÁLLAMOK KORMÁNYA ÉS A
MAGYAR NÉPKÖZTÁRSASÁG KORMÁNYA
KULTURÁLIS, OKTATÁSI, TUDOMÁNYOS ÉS MŰSZAKI-TUDOMÁNYOS
EGYÜTTMŰKÖDÉSI ÉS CSEREPROGRAMJA

1984-1985

Az Amerikai Egyesült Államok Kormánya és a Magyar Népköztársaság Kormánya 1977. április 6-án Budapesten aláírt Kulturális, Oktatási, Tudományos és Műszaki-tudományos Egyezménye /a továbbiakban: "az Egyezmény"/ V. cikkével összhangban a két kormány /a továbbiakban: "a Felek"/ a következő együttműködési és csereprogramot /a továbbiakban: "a Program"/ dolgozták ki 1984-1985-re:

I. CIKK - KULTURA ÉS OKTATÁS

1. a./ Az amerikai Fél évente legfeljebb 20 résztvevőt fogad - beleértve befolyásos és kiemelkedő személyiségeket - egyéni vagy csoportos látogatásra, egy-egy hónapos időtartamra, tapasztalatcsere és konzultáció céljából. A szakterületek kijelölése, a csoportos programokra vonatkozó javaslatok és jelölések diplomáciai uton történnek.
- b./ A magyar Fél mindent megtesz, hogy évente 10 egyéni látogatót fogadjon, beleértve vezető beosztású személyeket, legfeljebb egyhónapos időtartamokra, tapasztalatcsere és konzultáció céljából. A szakterületeket és a látogatások időtartamát diplomáciai uton határozzák meg.
2. a./ A Felek mindent megtesznek, hogy évente 2 vendégelőadót cseréljenek egy teljes oktatási évre. A szakterületek és a fogadó egyetemek kijelölésére diplomáciai uton kerül sor a Felek által már kialakított gyakorlatnak megfelelően. A jelölések minden területre vonatkozhatnak; külön figyelmet fordítanak a hungarológiai és az amerikanisztikai tanulmányokra.
- b./ A Felek évente 1 tudományos kutatót cserélnek egy teljes oktatási évre és legfeljebb két további tudományos kutatót egyenként háromtól hat hónapig terjedő időszakra. A szakterületek és a fogadó intézetek kijelölésére diplomáciai uton kerül sor, a Felek által már kialakított gyakorlatnak megfelelően.
3. a./ A Program ideje alatt a Felek mindent elkövetnek azért, hogy kétoldalu szemináriumot rendezzenek az amerikai és a magyar irodalmi alkotások lefordításáról és kiadásáról. A szemináriumok helyéről, a résztvevők számáról és a pénzügyi feltételekről diplomáciai uton állapodnak meg.

- b./ Az amerikai Fél a Program ideje alatt egy magyar könyvkiadó délegációt fogad, amerikai kiadók 1981-ben Budapesten tett látogatásának viszonzásaképpen, abból a célból, hogy amerikai kiadókat magyar alkotások kiadására ösztönözzön.
4. A Felek ösztönzik a két ország felsőoktatási és humán valamint természet tudományos intézményeinek kapcsolatait és együttműködését, a kölcsönös érdek alapján meghatározott szakterületeken. E kapcsolatok lehetőségeinek tanulmányozására kölcsönösen, legfeljebb négy vezető beosztású képviselőt fogadnak a másik ország felsőoktatási és humán valamint természet tudományos intézményeiből. E látogatások időtartama rendszert három-négy hét.
5. A Felek elősegítik a diplomák összehasonlíthatóságára és egyenértékűségére vonatkozó információk cseréjét és konzultációk tartását.
6. A Felek elősegítik a két ország nagyobb könyvtárai és levéltárai közötti kapcsolatok fejlesztését. A munkaterv időszakában a Felek 2 könyvtári vagy levéltári szakembert fogadnak egy-egy hónapos időtartamra.
7. Az amerikai Fél a magyar Fél kérése alapján évente három angol nyelvtanárt küld a magyar középiskolák és egyetemek angol szakos tanárai részére szervezett nyári tanfolyamokra.
8. a./ A Felek elősegítik az Egyezmény I. cikke 2.a./ bekezdésében meghatározott jellegű kiállítások cseréjét, kölcsönösen elfogadható alapon, beleértve a nagykiállításokat is, amennyiben így állapotodnak meg. A kiállítások részleteiben, beleértve azok témáját és megrendezésük anyagi feltételeit, diplomáciai uton állapotodnak meg.
- b./ A Felek ösztönzik a két ország muzeumainak és más megfelelő intézményeinek kapcsolatait, beleértve a művészeti kiadványok cseréjét és egyéb, kölcsönösen elfogadható együttműködési formákat.
9. a./ A Felek bátorítják a Program időszaka alatt filmhetek cseréjét egymás országában. A filmhetek helyét és idejét a Felek diplomáciai uton jelölik ki. A filmhetekkel

összefügésben kölcsönösen elfogadható kísérő rendezvényekre, úgy mint filmművészek találkozóira, is sor kerülhet.

b./ A Felek kölcsönösen támogatják koprodukciós filmek készítését.

10. A Felek ösztönzik a hivatásos és egyetemi zenei, tánc és színházi együttesek, valamint előadóművészek látogatásait, amennyire csak lehetséges kereskedelmi alapon.
11. A Felek megvizsgálják képzőművészeti, zenei, tánc és színházi szakemberek látogatásainak lehetőségét szakmai tapasztalatcserére és produkciókban való közreműködés céljából.
12. A Felek elősegítik országaikban azokat a különböző kulturális és tudományos célú látogatásokat és rendezvényeket, amelyek a másik ország nemzeti évfordulóihoz és megemlékezéseivel kapcsolódnak.
13. A Felek kifejezik hajlandóságukat arra, hogy elősegítik a Budapesten 1985-ben tartandó Kulturális Fórum sikerét, a madridi találkozó határozataival és a Helsinki Záróokmány szellemével összhangban.

II. CIKK - TUDOMÁNYOK ÉS MŰSZAKI TUDOMÁNYOK

1. A Felek ösztönzik a Magyar Tudományos Akadémia /MTA/ és az Amerikai Egyesült Államok Országos Tudományos Alapítványa /NSF/ közötti, 1982. július 7-én aláírt Tudományos Műszaki Együttműködési Egyezmény végrehajtását.
2. A Felek ösztönzik a Magyar Tudományos Akadémia és az Amerikai Egyesült Államok Tudományos Akadémiája /NAS/ tudományos együttműködéséről szóló, 1970. december 1. óta érvényben lévő és módosított Egyetértési Memorandumban foglaltak végrehajtását.
3. A Felek ösztönzik a Magyar Egészségügyi Minisztérium és az Egyesült Államok Egészségügyi és Szociális Szolgáltatások Minisztériuma közötti tudományos csereprogram végrehajtását, kölcsönösen elfogadható területeken, évente mindkét részről

legfeljebb 12 ember-hónapig terjedően. A Felek ösztönzik projekt-megállapodások létrehozását az egészségügyi tudományok kölcsönösen előnyös területein, hasonlóan a rákkutatás, a szívrrendszeri kutatás és az idegrendszeri kutatás területén létrejött megállapodásokhoz. Az ilyen megállapodások alapján folyó látogatások nem szükségszerűen érintik a 12 ember-hónapos keretet.

4. A Felek ösztönzik az együttműködést a magyar Központi Földtani Hivatal és az Egyesült Államok Földtani Szolgálatának között, amely együttműködés évente magyar szakemberek legfeljebb tíz ember-hónapos Egyesült Államokbeli és amerikai szakemberek legfeljebb négy ember-hónapos magyarországi cseréjét foglalja magában, a kölcsönös érdeklődésre számot tartó területeken. Olyan speciális együttműködési projektekről, amelyek további személyek bevonását igényelhetik, külön állapodnak meg.
5. A Felek ösztönzik a magyar Közlekedési Minisztérium és az Amerikai Egyesült Államok Közlekedési Minisztériuma 1978. október 11-i Együttműködési Memorandumának végrehajtását a közlekedés területén történő kutatási együttműködésről. A Felek ösztönzik projekt megállapodások létrehozását az együttműködés elmélyítése érdekében, hasonlóan a vasuti kutatások területén létrejött megállapodáshoz.
6. A Felek ösztönzik a magyar Mezőgazdasági és Élelmezésügyi Minisztérium és az Egyesült Államok Mezőgazdasági Minisztériuma 1981. május 13-án aláírt Közös Nyilatkozatának végrehajtását. A személycserék részleteiről a két minisztérium a Közös Nyilatkozat vonatkozó feltételeinek megfelelően állapodik meg.
7. A Felek ösztönzik a magyar Országos Mérésügyi Hivatal /OMH/ valamint más megfelelő magyar intézmények és az Egyesült Államok Országos Mérésügyi Hivatala /NBS/ közötti együttműködést. Ezen együttműködés keretében évente mindkét részcsoport 16 ember-hétig terjedő cserét bonyolítanak le a kölcsönös érdeklődésre számot tartó szakterületeken.
8. A Felek ösztönzik a magyar Ipari Minisztérium és a potenciálisan érdekelt amerikai hivatalok, úgy mint az Egyesült Államok Bányászati Hivatala közötti kapcsolatokat, abból a célból, hogy megvizsgálják az együttműködés lehetőségét a kölcsönös érdek-

lődésre számot tartó területeken, különösen, de nem kizárólag, az energia és az ásványok területein. E célból a Felek mindent megtesznek két két-tagu küldöttség három hétig terjedő cseréjére mindkét Fél részéről.

9. A Felek megvizsgálják tudományos és műszaki-tudományos filmek cseréjének lehetőségét a Program időszaka alatt. Ilyen együttműködés magában foglalhat kölcsönösen elfogadható kísérő rendezvényeket is, úgy mint az érintett területek képviselőinek találkozóit. E tevékenység részleteiről diplomáciai uton állapodnak meg.
10. A Felek megvizsgálják kétoldalu szemináriumok megrendezésének lehetőségét a Program időszaka alatt a kölcsönös érdeklődésre számot tartó tudományos témákban. Az egyiket Budapesten tartják a Magyar Központi Földtani Hivatal és az Egyesült Államok Földtani Szolgálat 4 éves együttműködésének eredményeiről. További szemináriumok tárgyában és más részletekben diplomáciai uton állapodnak meg.
11. A Felek az eddigiekhez hasonlóan elősegítik további közös tevékenység feltárását a két ország érdekelt intézményei és vezetői között. Az ebből eredő lényeges javaslatokról a Felek diplomáciai uton tájékoztatják egymást.

III. CIKK - ÁLTALÁNOS RENDELKEZÉSEK

1. Az ebben foglalt cserék, látogatások és egyéb közös tevékenységek alá vannak vetve a két ország alkotmányos előírásainak, hatályos jogszabályainak és rendelkezéseinek, valamint a rendelkezésre álló pénzügyi alapoknak. E kereten belül mindkét Fél minden tőle telhetőt megtesz annak érdekében, hogy kedvező feltételeket biztosítson e cserék, látogatások és egyéb közös tevékenység megvalósításához az Egyezmény célkitűzéseivel és rendelkezéseivel összhangban.
2. Ez a Program nem zárja ki a kultúra, az oktatás, a tudományok és műszaki tudományok területén működő érdekelt szervezetek és személyek által kezdeményezett egyéb közös tevékenységet, figyelembe véve, hogy a további cserék, látogatások és közös tevékenység előmozdítására diplomáciai uton, vagy a megfelelő szervezetek között létrejött előzetes megállapodás alapján kerül sor.

3. A Felek kölcsönös megállapodás alapján kezdeményezhetik a Programban foglalt cserék, látogatások és egyéb közös tevékenység számának bővítését.
4. a./ A Programban foglalt cserékben, látogatásokban és egyéb közös tevékenységben résztvevő személyeket a küldő Fél jelöli és a fogadó Fél nyilatkozik a döntésről. A Program I. cikke 1/a. és 1/b. pontja alapján azonban a résztvevő személyeket a két Fél által kialakított gyakorlat szerint határozzák meg, és a Feleknek kell jóváhagyniuk. A jelölések átadása diplomáciai uton történik, általában három hónappal a tervezett érkezési időpont előtt. A Program I. cikke 2/a. és 2/b. bekezdésében meghatározott vendégelőadók és tudományos kutatók esetében a küldő Fél kilenc hónappal a tervezett érkezési időpont előtt teszi meg a jelöléseket. A fogadó Fél legalább hat hónappal a tervezett érkezési időpont előtt tájékoztatja a küldő Felet a döntéséről. A többi jelölés esetében a Felek általában egy hónappal a tervezett érkezési időpont előtt adnak tájékoztatást a döntésükről és legalább két héttel korábban értesítik egymást a pontos érkezési időpontról.
- b./ Az 1985. december 31. előtt megkezdett, az I. cikk 2. pontja alá eső tudományos vagy oktatói csereprogram végrehajtását ezen munkaterv feltételei szabályozzák, az adott program befejezéséig.
5. A Program I. cikkében meghatározott látogatások esetében, kivéve az I. cikk 8/a., 9., 10. és 11. bekezdését:
 - a./ a küldő Fél gondoskodik a két ország fővárosa /Budapest és Washington D.C./ közötti oda-vissza utazásról;
 - b./ a fogadó Fél biztosítja:
 - 1./ a látogatók jóváhagyott programjának sikeres teljesítéséhez szükséges belső utazásokat;
 - 2./ a helyi tartózkodás költségeit: ezeket a Függelék részletezi, amely a Program szerves részét képezi;
 - 3./ orvosi és kórházi ellátást vagy biztosítást hirtelen megbetegedés vagy baleset esetén a Felek által előre meghatározott kereteken belül;

4./ tomácsot az I. cikk 1/a-b. bekezdésében meghatározott látogatók szakmai programjához, amikor szükséges.

c./ A Program I. cikke 4. bekezdéséből fakadóan felsőoktatási intézmények valamint tudományos intézmények együttműködését szabályozó feltételeket a résztvevő intézmények és szervezetek saját maguk határozzák meg.

6. A II. cikkben meghatározott tevékenységekre vonatkozóan a két ország megfelelő hivatalait a III. cikk 5. bekezdésében foglaltak vezérlik, kivéve ha ezek a hivatalok másképpen egyeznek meg.

7. A Program rendelkezései a Felek megegyezésével módosíthatók.

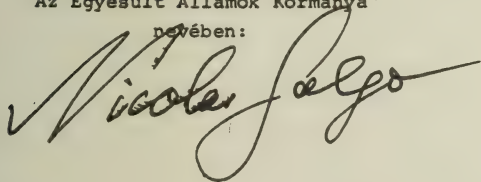
8. A Felek megállapodnak, hogy kijelölt képviselőik 1984. végéig találkoznak a Program első éves végrehajtásának és a második évre vonatkozó terveknek a megvitatása céljából.

9. Az Amerikai Egyesült Államok Kormánya részéről az Egyesült Államok Tájékoztatási Hivatala /USIA/ és a Külügyminisztérium, a Magyar Népköztársaság Kormánya részéről a Művelődési Minisztérium és a Nemzetközi Kulturális Intézet a Program megvalósítására kijelölt végrehajtó szerv. E végrehajtó szervek a kapcsolatot diplomáciai uton tartják egymással.

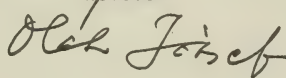
10. A Program 1984. január 1-én lép hatályba és 1985. december 31-ig marad hatályban.

Készült Budapesten, 1983. december 12-én, két példányban, angol és magyar nyelven; mindkettő egyaránt hiteles.

Az Egyesült Államok Kormánya
névében:



A Magyar Népköztársaság Kormánya
névében:



F Ü G G E L É K

Az Amerikai Egyesült Államok Kormánya és a Magyar Népköztársaság Kormánya 1984-1985. évre szóló Kulturális, Oktatási, Tudományos és Műszaki-Tudományos Együttműködési Csereprogramjának pénzügyi rendelkezései.

1. Az I. cikk 1., 4., 6. és 7. bekezdésében meghatározott rövid időtartamu látogatások esetében a magyar Fél megfelelő ingyenes szállodai elhelyezést és napi 500 Ft. ellátmányt, az amerikai Fél napi 94 US \$ ellátmányt biztosít.
2. Az I. cikk 2. pontjában meghatározott, egy hónapnál hosszabb látogatások esetében az amerikai Fél a magyar előadók és kutatók részére 1750 US \$ havi ösztöndíjat és a jóváhagyott program sikeres végrehajtásához szükséges belső utaztatást biztosítja. A magyar Fél az amerikai előadók és kutatók részére havonta 9500 Ft-os ösztöndíjat, és díjmentesen, megfelelő butorozott lakást, beleértve ingyenes szolgáltatásokat is, valamint a jóváhagyott program sikeres teljesítéséhez szükséges belső utazást biztosítja.
3. A II. cikkben meghatározott látogatások esetében a sajátos pénzügyi feltételeket az érintett hivatalok előzetes megállapodással határozzák meg.

LUXEMBOURG

Defense: Mutual Logistic Support

*Agreement signed at Luxembourg December 15, 1983;
Entered into force December 15, 1983.*

Agreement Number
US-LU-01

MUTUAL SUPPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF LUXEMBOURG

PREAMBLE

The Government of the United States of America, acting pursuant to the authority of the North Atlantic Treaty Organization Mutual Support Act of 1979,^[1] and the Government of Luxembourg,

Desiring to further the rationalization, interoperability, readiness, and effectiveness of their respective military forces through increased logistic cooperation,

Desiring to establish basic terms and conditions for provision of mutual logistic support, supplies, and services,

Have resolved to conclude this mutual support agreement.

ARTICLE I
APPLICABILITY

1. This Agreement applies only to military forces in Europe and adjacent waters, and in the case of United States Forces to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of United States Forces deployed in Europe and adjacent waters.

2. The parties understand that this Agreement will not be employed in a manner to serve as a routine and normal source for supplies and services reasonably available: (a) from United States or Luxembourg commercial sources; or (b) acquirable from the United States through Foreign Military Sales procedures under the then current Arms Export Control Act.

¹ 94 Stat. 1016; 10 U.S.C. §2321.

ARTICLE II
DEFINITIONS

As used in this Agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. Logistic Support, Supplies, and Services. Food, billeting, transportation, petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, operational training services, spare parts and components, repair and maintenance services, and airport and seaport services.

b. Implementing Arrangement. An implementing arrangement is a supplementary arrangement related to specific logistic support, supplies, services or events, which sets forth the additional details, terms, and conditions which further define and carry out this Agreement.

c. Order. An order, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this Agreement and an applicable implementing arrangement, if any.

d. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and an applicable implementing arrangement, if any.

e. United States European Command (USEUCOM) Component Commands. United States Army, Europe (USAREUR); United States Naval Forces, Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

f. Europe and Adjacent Waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty^[1] (as amended by The Protocols on the Accession of Greece and Turkey,^[2] the Federal Republic of Germany^[3] and Spain^[4]), excluding North America.

ARTICLE III
BASIC TERMS AND CONDITIONS

1. Each party agrees to utilize its best endeavors, consistent with national priorities, not only in peacetime but also in periods of emergency or active hostilities to

¹TIAS 1964; 63 Stat. 2241.

²TIAS 2390; 3 UST 43.

³TIAS 3428; 6 UST 5707.

⁴TIAS 10564; 34 UST 3509.

satisfy requests of the other party for logistic support, supplies, and services. When an implementing arrangement contains a stricter standard of compliance it shall apply over this paragraph.

2. The parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders issued and accepted under this Agreement and any applicable implementing arrangements. Orders will be issued against this Agreement alone without an implementing arrangement only in those cases set forth in Annex A. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM Component Commands, and any other organization or agency authorized by USEUCOM. Implementing arrangements may be negotiated on the part of Luxembourg by the Commandant of the Luxembourg Army or his designated representative. Whether the transfer is accomplished by orders under this Agreement alone or in conjunction with implementing arrangements, the documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in Annex B. The parties will endeavor to adopt a standard order form. Implementing arrangements will generally identify those personnel authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorizations or limitations on those personnel able to issue or accept orders directly under this Agreement or under an implementing arrangement when not covered by the implementing arrangement. In the case of the United States, these notifications will go directly to and from the USEUCOM Component Command concerning personnel belonging to the Component Command as well as HQ USEUCOM.

3. For any transfer of logistic support, supplies, or services, the parties may negotiate for payment either in cash (a "reimbursable transaction") or payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable Transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. In pricing reimbursable transactions, the parties agree to the following principles:

(1) In the case of specific acquisition by the supplying party for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party for identical items or services, less any

amounts excluded by Article IV of this Agreement. The price charged will take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying party's own resources, the supplying party will charge the same price as the supplying party charges its own forces as of the date the order is accepted by the supplying agency for identical logistic support, supplies, or services, less any amounts excluded by Article IV of this Agreement. In the case where a price has not been established or charges are not made for one's own forces, the parties will agree to a price in advance, excluding charges that are excluded under reciprocal pricing principles.

(3) The parties agree that these reciprocal principles exclude the charging, directly or indirectly, of indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs.

b. Exchange Transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with time frames which may not exceed 1 year from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above, except that the price will be established based upon the date the payment in kind was to take place.

4. When a definitive price is not agreed in advance on the order, the order, pending agreement on final price, will set forth a maximum limitation of liability for the party ordering the logistic support, supplies, or services. The parties will promptly enter into negotiation to establish the final price.

5. The invoice will contain an identification of this Agreement or an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistic support, supplies, or services.

6. The parties agree to grant each other access to records and information sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs.

7. Nothing herein shall serve as a basis for an increased charge for logistic support, supplies, or services if such logistic support, supplies, or services would be available without charge or at a lesser charge under terms of another agreement.

8. In all transactions involving the transfer of logistic support, supplies, or services, the receiving party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE IV

EXCLUDED CHARGES

Provisions of tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving party will apply to logistic support, supplies and services transferred under this Agreement. The parties will cooperate to provide proper documentation to maximize tax relief.

ARTICLE V

INTERPRETATION AND REVISION

1. The parties agree to make a good faith effort to resolve disagreements between the parties with respect to the interpretation or application of this Agreement. In the case of an implementing arrangement or transaction, the parties to the agreements or transactions will make a good faith effort to resolve any disagreements with respect to interpretation or application of the arrangement or transaction. Resolution will be by negotiation and will not be referred to an international tribunal or third party for settlement.

2. Either party may, at any time, request revision of this Agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.

ARTICLE VI

EFFECTIVE DATE AND TERMINATION

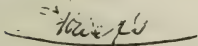
This Agreement will become effective on the date of the last signature and will continue in effect until terminated by either party giving six (6) months notice in writing, terms and conditions to be agreed at that time.

Done at Luxembourg City, Luxembourg

On 15 December 1983

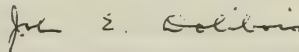
In two originals in the English language.

FOR GOVERNMENT OF LUXEMBOURG



EMILE KRIETS
Minister of Public Force
Grand Duchy of Luxembourg

FOR GOVERNMENT OF THE UNITED
STATES OF AMERICA



JOHN E. DOLIBOIS
Ambassador of the United States
of America

ANNEX A

Pursuant to Article III, paragraph 2, orders or requisitions may be issued against this Agreement alone in the following circumstances:

- a. Orders placed during times of tension and active hostilities;
- b. Orders for logistic support, supplies and services covered by this Agreement and by a NATO logistic support STANAG (e.g., 1062, 2034, 2135, and 3113). However, to the extent both parties have accepted and implemented and have legal authority to use a NATO logistic support STANAG, the order will be placed using the STANAG.
- c. Orders for logistic support, supplies and services urgently required and not covered by an implementing arrangement provided HQ USEUCOM or the applicable USEUCOM Component Command and the Commandant of the Luxembourg Army or his designated representative agree.

However, if there is an applicable implementing arrangement, it may be used if desired.

ANNEX B

MINIMUM ESSENTIAL DATA ELEMENTS

- (1) Support Agreement or implementing arrangement, if any.
- (2) Date of order.
- (3) Country, ministry, department or command to be billed.
- (4) Numerical listing of stock numbers of items, if any.
- (5) Quantity and description of material and/or services requested.
- (6) Quantity furnished.
- (7) Unit of measurement.
- (8) Unit price.
- (9) Quantity furnished (as at 6), multiplied by unit price (as at 8).
- (10) Currency of billing country.
- (11) Total order amount expressed in currency of billing country.
- (12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.
- (13) Payee to be designated on remittance.
- (14) Designation and address of office to which remittance is to be sent.
- (15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document.
- (16) Document number of order or requisition.
- (17) Receiving organization.
- (18) Issuing organization.
- (19) Transaction type.
- (20) Fund citation or certification of availability of funds when applicable under parties procedures.
- (21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.
- (22) Signature, name, and title of authorized acceptance official.
- (23) Additional special requirements, if any, such as transportation, packaging, etc.
- (24) Limitation of government liability.
- (25) Name, signature, date and title of official of supplying party who actually issues supplies or services.

SWEDEN

Atomic Energy: Peaceful Uses of Nuclear Energy

*Agreement signed at Stockholm December 19, 1983;
Entered into force April 11, 1984.
With agreed minute and related notes.*

AGREEMENT FOR COOPERATION
BETWEEN THE UNITED STATES OF AMERICA AND SWEDEN
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of Sweden,

Mindful that both the United States and Sweden are parties to the Treaty on the Non-Proliferation of Nuclear Weapons ("NPT");^[1]

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful uses are carried out under arrangements which will to the maximum possible extent further the objectives of the NPT;

Affirming their support of the objectives of the International Atomic Energy Agency ("IAEA"), in particular in the field of safeguards, and their desire to promote universal adherence to the NPT;

Considering their close cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to the Agreement for Cooperation between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy, signed July 28, 1966, as amended;^[2]

Desiring to continue and expand cooperation between their two countries in this field consistent with their commitment to non-proliferation;

¹ Done at London, Moscow and Washington July 1, 1968.

TIAS 6839; 21 UST 483.

² TIAS 6076, 7000, 7854; 17 UST 1176; 21 UST 2577; 25 UST 1235.

Affirming their common desire to seek international acceptance of new international arrangements and institutions to provide additional measures against the proliferation of nuclear explosive devices; and

Confirming their intention to implement the provisions of this agreement in such a manner as to avoid hampering, delay or undue interference in the nuclear activities of the parties and so as to be consistent with prudent management practices for the economic and safe conduct of their nuclear programs,

Have agreed as follows:

Article 1

Scope of Agreement

1. Cooperation pursuant to this agreement between the United States and Sweden in the use of nuclear energy for peaceful purposes shall be in accordance with the provisions of this agreement and the applicable treaties, national laws, regulations and license requirements in force in their respective countries.
2. Transfers of material, equipment and components under this agreement may be undertaken between the parties or by authorized persons.

TIAS 10860

3. Material, equipment and components transferred from the territory of one party to the territory of the other party, whether directly or through a third country, will be regarded as having been transferred pursuant to the agreement only upon confirmation, by the appropriate government authority of the recipient party to the appropriate government authority of the supplier party, that such material, equipment or components will be subject to this agreement and that the proposed recipient of such material, equipment or components, if other than the party, is an authorized person.
4. Material, equipment or components transferred pursuant to this agreement and material used in or produced through the use of material, equipment or components so transferred shall no longer be subject to this agreement if:
 - (a) such material, equipment or components have been transferred beyond the jurisdiction of the recipient party in accordance with article 7(2);
 - (b) the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards; or
 - (c) otherwise agreed by the parties.

5. Restricted data, sensitive nuclear technology, sensitive nuclear facilities and major critical components may be transferred if provided for by an amendment to this agreement or by a separate agreement.

Article 2

Definitions

For the purposes of this agreement:

- (a) "byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;
- (b) "component" means a component part of equipment listed in Annex A, or any other item so designated by agreement of the parties;
- (c) "equipment" means any reactor, other than one designed or used primarily for the formation of plutonium or uranium 233, or any other item so designated by agreement of the parties;
- (d) "high enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

- (e) "low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;
- (f) "major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;
- (g) "material" means source material, special nuclear material, byproduct material, radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the parties;
- (h) "moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;
- (i) "parties" means the Government of the United States of America and the Government of Sweden;
- (j) "peaceful purposes" include the use of material, equipment and components in such fields as research, energy and power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;
- (k) "person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

- (l) "previous agreement" means the Agreement for Cooperation between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy, signed July 28, 1966, as amended;
- (m) "reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;
- (n) "restricted data" means all data concerning (i) design, manufacture or utilization of nuclear weapons, (ii) the production of special nuclear material, or (iii) the use of special nuclear material in the production of energy, but shall not include data of a party which it has declassified or removed from the category of restricted data;
- (o) "sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;
- (p) "sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive

nuclear facility, or other such information which may be so designated by agreement of the parties.

- (q) "source material" means (1) uranium, thorium, or any other material so designated by agreement of the parties, or (2) ores containing one or more of the foregoing materials in such concentration as the parties may agree from time to time;
- (r) "special nuclear material" means (1) plutonium, uranium 233, or uranium enriched in the isotope 235; or (2) any other material so designated by agreement of the parties.

Article 3

Transfer of Material, Equipment and Components

1. Material, equipment and components may be transferred for applications consistent with this agreement.
2. Low enriched uranium may be transferred in such quantities as are required for use as fuel in reactors and in reactor experiments, for conversion or fabrication, including for third countries, or for such other purposes as may be agreed by the parties.
3. Special nuclear material other than low enriched uranium and material contemplated under paragraph 6 may, if the parties agree, be transferred for specified applications to

- meet energy security and non-proliferation objectives.
4. The quantity of special nuclear material other than low enriched uranium transferred under this agreement shall not at any time be in excess of the quantity the parties agree is necessary for any of the following purposes: the loading of reactors or use in reactor experiments, the efficient and continuous operation of such reactors or conduct of such reactor experiments, and the accomplishment of other purposes as may be agreed by the parties. If high enriched uranium in excess of the quantity required for these purposes exists in Sweden, the United States shall have the right to require the return of any high enriched uranium transferred pursuant to this agreement (including irradiated high enriched uranium) which contributes to this excess. If this right is exercised:
- (a) the United States shall, after removal of such material from the territory of Sweden reimburse Sweden for the fair market value of such material; and
 - (b) the parties shall make appropriate commercial arrangements and such material shall not be subject to this agreement after removal.
5. Any high enriched uranium transferred pursuant to this agreement shall not be at a level of enrichment in the isotope 235 in excess of levels to which the parties agree are necessary for the purposes described in paragraph 4.

6. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 4.
7. The United States shall take such actions as may be necessary and feasible to ensure (a) a reliable supply of nuclear fuel to Sweden, including the export of nuclear material and in particular the furnishing of enrichment services on a timely basis and (b) the availability of the capacity to carry out this undertaking during the period of this agreement.

Article 4

No Explosive or Military Application

1. Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any such material, equipment or components so transferred and under its jurisdiction shall be used for any nuclear explosive device or for research on or development of any nuclear explosive device.

2. Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no special nuclear material used in or produced through the use of any such material, equipment or components so transferred and under its jurisdiction shall be used for any military purpose.

Article 5

Safeguards

1. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all source and special nuclear material in all nuclear activities within the territory of Sweden, under its jurisdiction or carried out under its control anywhere. Implementation of a safeguards agreement pursuant to Article III(4) of the NPT shall be considered to fulfill the requirement stated in the foregoing sentence.
2. Source and special nuclear material transferred to Sweden pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the provisions of the Agreement between Sweden and the International Atomic

Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons, signed on April 14, 1975.^[1]

3. Source and special nuclear material transferred to the United States pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to the provisions of the Agreement between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States, signed on December 9, 1980.^[2]
4. If the United States or Sweden becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the appropriate agreement referred to in paragraph 2 or 3, the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and to the coverage required pursuant to those paragraphs, and which provide assurance equivalent to that intended to be secured by the system they replace. These arrangements shall be effected by agreement, other than the appropriate agreement referred to in paragraph 2 or 3, providing for application of safeguards by the IAEA. If either party considers that the IAEA is unable to apply such safeguards, however, safeguards shall be applied under bilateral arrangements.

¹ Sveriges Överenskommelser med främmande makter (Sweden's Agreements with Foreign Powers), SÖ 1975, No. 106.

² Done at Vienna Nov. 18, 1977; entered into force Dec. 9, 1980. TIAS 9889; 32 UST 3059.

Article 6

Physical Protection

Each party guarantees that adequate physical protection shall be maintained with respect to any source material, special nuclear material and equipment transferred to and under its jurisdiction pursuant to this agreement, and with respect to any source material or special nuclear material used in or produced through the use of any material or equipment so transferred and under its jurisdiction. For such source material and special nuclear material, the parties agree to maintain physical protection measures in accordance with the levels set forth in Annex B.

Article 7

Storage and Retransfers

1. Each party guarantees that plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium transferred to and under its jurisdiction pursuant to this agreement, or used in or produced through the use of any material or equipment so transferred and under its jurisdiction, shall only be stored in a facility to which the parties agree.

2. Each party guarantees that material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and any special nuclear material produced through the use of any material or equipment so transferred and under its jurisdiction shall not be transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

Article 8

Reprocessing and Enrichment

1. Each party guarantees that source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement and any special nuclear material used in or produced through the use of any material or equipment so transferred and under its jurisdiction shall be reprocessed only if the parties agree.
2. Each party guarantees that any plutonium, uranium 233, high enriched uranium or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement, or used in or produced through the use of any material or equipment so transferred and under its jurisdiction shall, with the exception of irradiation, be altered in form or content only if the parties agree.

3. Each party guarantees that uranium transferred to and under its jurisdiction pursuant to this agreement and uranium used in any equipment so transferred and under its jurisdiction shall be enriched after transfer to twenty percent or greater in the isotope 235 only if the parties agree.

Article 9

Multiple Supplier Controls

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under articles 7 or 8 with respect to material, equipment or components subject to this agreement, the parties may, upon the request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

Article 10

Cessation of Cooperation

1. If either party at any time following entry into force of

this agreement

- (a) does not comply with the provisions of articles 4, 5, 6, 7 or 8, or
- (b) terminates, abrogates or materially violates a safeguards agreement with the IAEA,

the other party shall have the rights to cease further cooperation under this agreement and to require the return of any material, equipment or components transferred under this agreement and any special nuclear material produced through their use. The parties shall consult prior to any such action to the extent time and circumstances permit.

- 2. If Sweden at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.
- 3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components. In the event this right is exercised, the parties shall make such other appropriate arrangements as may be required and such material, equipment or components shall not be subject to this agreement after removal.

Article 11

Consultations

The parties undertake to consult at the request of either party regarding the implementation of this agreement.

Article 12

Previous Agreement Terminated

1. The Agreement for Cooperation between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy signed July 28, 1966, as amended, shall terminate on the date this agreement enters into force.
2. Cooperation initiated under the previous agreement shall continue in accordance with the provisions of this agreement. The provisions of this agreement shall apply to material and equipment subject to the previous agreement.

Article 13

Amendment

This agreement may be amended at any time by agreement of the parties and in accordance with their applicable requirements.

Article 14

Entry into Force and Duration

1. This agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force,^[1] and shall remain in force for a period of thirty (30) years. This term may be extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements.
2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any

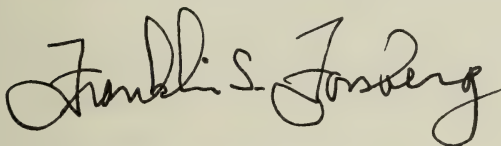
¹ Apr. 11, 1984.

reason, articles 4, 5, 6, 7, 8 and 10 shall continue in effect so long as any material, equipment or components subject to these articles remains in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.


In witness whereof the undersigned, being duly authorized, have signed this agreement.

Done at Stockholm, this 19th day of December, 1983, in duplicate.

For the Government of the United States of America:

 [1]

For the Government of Sweden:

 [2]

[SEAL]

¹ Franklin S. Forsberg.

² Lennart Bodstrom.

ANNEX A

For the purposes of this agreement, components include:

1. Reactor pressure tubes (i.e., tubes specially designed or prepared to contain fuel elements and the primary coolant in a nuclear reactor at an operating pressure in excess of 50 atmospheres);
2. Zirconium tubes (i.e., zirconium metal and alloys in the form of tubes or assemblies of tubes specially designed or prepared for use in a nuclear reactor);
3. Reactor internals (e.g., core support structures, control rod guide tubes, thermal shields, baffles, core grid plates and diffuser plates specially designed or prepared for use in a nuclear reactor);
4. Reactor control rod drive mechanisms, including detection and measuring equipment to determine flux levels;
5. Any other part or group of parts specially designed or prepared for use in a nuclear reactor identified as such prior to transfer or added to this appendix by agreement of the parties; and
6. Specially designed or prepared parts for
 - (a) any of the items in paragraphs 1-4;
 - (b) reactor pressure vessels, reactor fuel charging or discharging machines, reactor control rods, and reactor primary coolant pumps,* and
 - (c) any plant for the fabrication of nuclear fuel other than that containing plutonium,

identified as such prior to transfer or added to this appendix by agreement of the parties.

*Note: When these items are to be exported as complete units or, in the case of reactor pressure vessels, as complete units or as major shop-fabricated parts for such vessels, they would be considered as "equipment." [Footnote in the original.]

ANNEX B

Pursuant to article 6, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL

Material	Form	Category		
		I	II	IIIC/
1. Plutonium <u>a/</u>	Unirradiated <u>b/</u>	2 kg or more	Less than 2 kg but more than 500g	500 g or less but more than 15 g
2. Uranium - 235	Unirradiated <u>b/</u>			
	- uranium enriched to 20% ²³⁵ U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less but more than 15 g
	- uranium enriched to 10% ²³⁵ U but less than 20%		10 kg or more	Less than 10 kg but more than 1 kg
	- Uranium enriched above natural, but less than 10% ²³⁵ U			10 kg or more
3. Uranium-233	Unirradiated <u>b/</u>	2 kg or more	Less than 2 kg but more than 500g	500 g or less but more than 15 g
4. Irradiated fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content) <u>d/</u> <u>e/</u>	

- a/ All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.
- b/ Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.
- c/ Quantities not falling in Category III and natural uranium should be protected in accordance with prudent management practice.
- d/ Although this level of protection is recommended, it would be open to States, upon evaluation of the specific circumstances, to assign a different category of physical protection.
- e/ Other fuel which by virtue of its original fissile material content is classified as Category I and II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 100 rads/hour at one meter unshielded.

AGREED MINUTE

During the negotiation of the Agreement for Cooperation between the United States of America and Sweden Concerning Peaceful Uses of Nuclear Energy ("agreement") signed today, the following understandings, which shall be an integral part of the agreement, were reached.

Coverage of Agreement

It is agreed that the transfers referred to in article 1(2) may become subject to such additional terms and conditions as may be agreed by the parties.

In making the judgment referred to in article 1(4)(b) the parties shall consider whether material is no longer useable for any such activity as a result of its being practicably irrecoverable, consumed, diluted, or converted to non-nuclear use (such as the production of alloys or ceramics). The parties note that in making this judgment, a determination made by the IAEA in accordance with the provisions for the termination of safeguards contained in the relevant safeguards agreement between the party concerned and the IAEA will be accepted unless the other party disputes the IAEA determination. In the latter case, the material will remain subject to the agreement until the dispute is resolved.

The parties agree that ores containing fifty parts per million or less of uranium shall not be considered source material within the meaning of article 2(q).

It is understood that any transfer pursuant to article 3(3) will be made where technically and economically required for the development and demonstration of reactor fuel cycles.

With reference to article 4, it is understood that "military purpose" does not include power for a military base drawn from the civil power network or production of radioisotopes to be used for diagnosis in a military hospital.

The parties note that, excepting the production of tritium incidental to the operation of reactors, material, equipment or components transferred pursuant to the agreement shall not be used for the purposes of producing tritium.

The parties note their intention to agree, when so required, on a timely basis upon the arrangements to be made for the storage of materials referred to in article 7(1).

The United States notes that Sweden intends to develop facilities in Sweden for the permanent disposition of material discharged from Swedish reactors, including material subject to the agreement. With reference to such Swedish plans, the parties note that the provisions in article 7(1) do not apply to plutonium or uranium 233 contained in irradiated fuel elements.

The parties note that the United States has supplied high enriched uranium pursuant to the previous agreement for use as fuel at Sweden's Studsvik research reactor, and that it is Sweden's intention to obtain further fuel for this reactor from

the United States pursuant to the agreement. In this connection, the parties agree pursuant to article 7(1) to the storage of such material at the Studsvik research facility, prior or subsequent to its irradiation there, so long as Sweden continues to apply standards and measures which, as at present, conform with articles 3, 5, 6 and 7.

It is understood that the agreement of the parties referred to in article 7(1) shall relate to safeguards, physical protection and similar non-proliferation considerations attendant upon the storage of uranium 233 or plutonium (except as contained in irradiated fuel elements) or high enriched uranium referred to in that article.

For the purposes of implementing the rights specified in articles 7 and 8 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

With respect to article 12(2), in order to facilitate the application of the provisions of this agreement to material and

equipment subject to the previous agreement, the parties shall establish a list of such material and equipment.

Safeguards

The parties undertake to take such measures as are necessary to maintain and facilitate the application of safeguards provided for under article 5. In this context, the parties recall that they have both entered into agreements with the IAEA providing for application of safeguards by the IAEA. They reaffirm that they will fully implement those agreements in a timely and effective manner.

Each party shall establish and maintain a system of accounting for and control of all source and special nuclear material transferred pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred. The procedures of such a system shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties. The parties note that in implementation of their respective obligations to the IAEA pursuant to the agreements referred to in article 5(2) and (3), each party has established and placed in effect such a system.

It is agreed that, at the request of either party, the other party will report or permit the IAEA to report as feasible to the requesting party on the status of all inventories of any material subject to article 5(2) and (3), as applicable.

With reference to article 5, it is understood that the agreement does not affect the rights or obligations of the United States or the IAEA pursuant to the Agreement referred to in article 5(3) or the implementation of that Agreement.

With reference to article 5(4), it is understood that safeguards arrangements referred to therein shall include the following characteristics in accordance with IAEA safeguards principles and procedures:

- (a) the review in a timely fashion of the design of any equipment transferred pursuant to the agreement, or of any facility which is to use, fabricate, process or store any material so transferred or any special nuclear material used in or produced through the use of material, equipment or components so transferred;
 - (b) the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source or special nuclear material used in or produced through the use of material, equipment or components so transferred;
- and

- (c) the designation of personnel acceptable to the safeguarded party who, accompanied if either party so requests by personnel designated by the safeguarded party, shall have access to all relevant places and data necessary to account for the material referred to in paragraph (b), to inspect any equipment or facility referred to in paragraph (a) for purposes of safeguards, and to install safeguarding devices and make such independent measurements as may be deemed necessary by the parties to account for such material. The safeguarded party shall not unreasonably withhold acceptance of such personnel designated by the safeguarding party.

The parties agree that in the event article 5(4) becomes applicable with respect to Sweden, safeguards having the foregoing characteristics shall immediately be applicable, and shall be applied by the IAEA or the United States as provided in article 5(4). The simultaneous application of safeguards by the IAEA and by the United States is not anticipated. If such an exceptional situation should occur, the parties will consult with a view to minimizing the duration of any simultaneous application of safeguards.

Physical Protection

The parties agree that the physical protection measures referred to in article 6 shall as a minimum provide protection comparable to the recommendations set forth in IAEA document INFCIRC/225/Rev.1 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties.

The parties shall exchange information and consult at the request of either party concerning matters relating to the adequacy of physical protection measures maintained pursuant to article 6, including physical protection during international transportation.

Each party shall identify those agencies or authorities having responsibility for physical protection and shall also designate points of contact within its national authorities to cooperate on matters relating to physical protection.

Fuel Cycle Operations

The parties agree that their cooperation should be implemented so as to avoid hampering, delay or undue interference in their nuclear programs, and agree to the following arrangements in connection with the implementation of articles 7 and 8.

With regard to article 7(2), the parties agree that, without further agreement, low enriched uranium in quantities sufficient to meet the normal needs of Sweden's present program may be transferred to facilities outside Sweden for conversion, fabrication or other processing prior to irradiation, but not for further enrichment or permanent retention or use in a reactor outside Sweden. The quantities of low enriched uranium and the facilities to which it may be thus transferred are specified in an exchange of letters between the parties. Such transfers will be subject to the following understandings:

- (1) Sweden shall keep records of such transfers and shall promptly notify the United States of each transfer;
- (2) prior to such transfers, Sweden shall confirm to the United States that, while outside of Swedish jurisdiction, the material will be subject to an agreement for cooperation between the United States and EURATOM or the United States and the other country receiving the material; and
- (3) upon its return to Sweden, such material shall be subject to the agreement as provided in article 1(3), and Sweden shall notify the United States upon return of any such material to Sweden.

With regard to the understanding in paragraph (2) above, the parties will cooperate in efforts to obtain such confirmation on a generic basis from EURATOM or any other country receiving such material.

With regard to article 8(2), the parties agree that, without further agreement, limited quantities of fuel elements withdrawn from a reactor after irradiation may be altered in form or content in facilities within Sweden to the extent necessary for testing or analysis (including destructive analysis). The quantities of irradiated low enriched uranium contained in fuel elements being so altered are specified in the exchange of letters referred to above. As one means of carrying out permanent disposition of spent fuel in a safe and proliferation-resistant manner, Sweden intends to utilize a process involving compaction and encapsulation of spent fuel elements. The parties agree to any alteration in form which is incidental to such process when used for the purpose of such disposition in Sweden. No plutonium will be separated from the irradiated fuel elements, except upon agreement of the parties. Upon request of the United States, Sweden will notify the United States of the quantity of material involved and nature of such alterations.

It is understood that the parties may agree, in connection with the specific terms of export licenses covering material supplied under the agreement or any other agreed manner, to activities envisaged in articles 7 or 8.

These understandings concerning fuel cycle operations may be terminated in whole or in part if either party considers that exceptional circumstances of concern from a non-proliferation or security standpoint so require. The

parties will consult prior to any such termination, unless circumstances preclude such consultations, and always bearing in mind the need to avoid the disruption of international nuclear trade and fuel cycle operations in the states concerned. Such circumstances include, but are not limited to, a determination by either party that these understandings cannot be continued without a significant increase in the risk of proliferation or jeopardizing its national security.

Spent Fuel Disposition

The parties note their common interest in ensuring that their nuclear cooperation promotes the energy security of each party and their mutual non-proliferation objectives. In this regard, the parties agree that material subject to articles 7 and 8 may be transferred by Sweden to the United Kingdom or France and reprocessed at the Sellafield or La Hague reprocessing facilities, subject to the following conditions:

- (1) Sweden shall keep records of such transfers and shall upon shipment notify the United States of each transfer;
- (2) prior to such transfers, Sweden shall confirm to the United States that, while outside of Swedish jurisdiction, the material will be subject to the

agreement for cooperation between the United States and EURATOM;

- (3) Sweden shall retain the right to consent to any transfer or further use of any plutonium separated as a result of any such transfer and shall obtain the prior agreement of the United States for the transfer of the plutonium to Sweden or any other country or for any use of the plutonium.

With regard to the understanding in paragraph (2) above, the parties will cooperate in efforts to obtain such confirmation on a generic basis from EURATOM.

The foregoing understandings concerning fuel disposition may be terminated in whole or in part, if either party considers that exceptional circumstances of concern from a non-proliferation or security standpoint so require. The parties will consult prior to any such termination, unless circumstances preclude such consultations, and always bearing in mind the need to avoid the disruption of nuclear trade and fuel cycle operations in the states concerned. Such circumstances include, but are not limited to, a determination by either party that the foregoing understandings cannot be continued without a significant increase of the risk of proliferation or without jeopardizing its national security.

These understandings concerning spent fuel disposition do not limit the right of the parties to agree to other activities envisaged in articles 7 and 8.

The United States notes that Sweden has expressed an interest in the future return of Swedish plutonium produced from U.S.-origin material from EURATOM to Sweden for use in the Swedish nuclear power program. The parties agree to consult at the request of either and make every effort to resolve such matters in a satisfactory and timely manner.

Environmental Protection

The parties express their willingness to consult with regard to activities under this agreement, to identify any international environmental implications which may arise from such activities and with regard to cooperation in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this agreement and in related matters of health and safety.

[RELATED NOTES]

*The Minister
for
Foreign Affairs*

Your Excellency,

I refer to the Agreement for Cooperation Between Sweden and the United States of America Concerning Peaceful Uses of Nuclear Energy which was signed today and wish to transmit the following information relating to the implementation of that Agreement:

1. The Swedish nuclear power program consists of the following reactor units (nominal net electric power in MW):

Ringhals 1 (750)

Ringhals 2 (800)

Ringhals 3 (915)

Ringhals 4 (915)

Barsebäck 1 (570)

Barsebäck 2 (570)

Oskarshamn 1 (440)

Oskarshamn 2 (610)

Oskarshamn 3 (1 060)

Forsmark 1 (900)

Forsmark 2 (900)

Forsmark 3 (1 060)

These reactors operate on uranium enriched to less than five per cent in the isotope U-235.

2. The average fuel need of the program corresponds to approximately 400 tons of uranium per annum. With reference to article 7 (2) of the Agreement, the quantity transferred abroad for fuel cycle services within this program can vary somewhat between years but will not exceed 500 tons per annum.

The following facilities perform such fuel cycle services for the Swedish nuclear program:

1. Conversion

Canada	Eldorado Nuclear Ltd, Port Hope
USA	Allied Chemical, Metropolis, Illinois
USA	Kerr-McGee, Gore, Oklahoma
United Kingdom	British Nuclear Fuels Ltd, Springfield
France	Comurhex: Malvesi and Pierrelatte

2. Enrichment

USA	Department of Energy: Oak Ridge, Tennessee, Paducah, Kentucky and Portsmouth, Ohio
United Kingdom	Urenco, Capenhurst
Netherlands	Urenco, Almelo
Fed. Rep. of Germany	Urenco, Gronau
France	Eurodif, Tricastin

3. Fuel Fabrication

USA	Westinghouse, Columbia, South Carolina
USA	General Electric, Wilmington, North Carolina
USA	Combustion Engineering, Windsor, Connecticut
USA	Babcock and Wilcox, Lynchburg, Virginia
USA	Exxon, Richland, Washington
United Kingdom	British Nuclear Fuels Ltd, Springfield
Fed. Rep. of Germany	KWU, Hanau

Fed. Rep. of Germany	Exxon, Lingen
Sweden	ASEA-ATOM, Västerås
Japan	Japan Nuclear Fuel Co. Ltd, Yokosuka Kumatori
Japan	Mitsubishi Atomic Power Ind. Inc, Saitama

4. Analysis and Testing

Norway	Institutt for Energiteknikk: Halden and Kjeller
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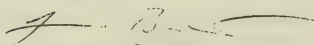
3. With reference to article 8 (2) of the Agreement, the amount of fuel altered in form or content in connection with testing and analysis (including destructive analysis) will not exceed 500 kilograms per annum.

It is our understanding that, in the event changes in the Swedish program should suggest modification of the information specified in this letter, such modification may be made by written communication from Sweden to the United States, and will take effect on written acceptance by the United States.

I suggest that this letter and your concurring reply constitute an understanding concerning the implementation of the Agreement as it relates to fuel cycle operations.

Accept, Your Excellency, the assurances of my highest consideration.

Stockholm, December 19, 1983


Lennart Bodström

His Excellency
Mr. Franklin S. Forsberg
Ambassador Extraordinary and Plenipotentiary
of the United States of America

STOCKHOLM



EMBASSY OF THE
UNITED STATES OF AMERICA
STOCKHOLM

OFFICE OF THE AMBASSADOR

December 19, 1983

The Honorable
Lennart Bodström
Minister for Foreign Affairs
Stockholm

Dear Mr. Minister:

I wish to acknowledge receipt of your letter dated today transmitting information relating to the implementation of the Agreement for Cooperation Between the United States of America and Sweden Concerning Peaceful Uses of Nuclear Energy, which was signed today.

I am pleased to confirm that the information relating to Fuel Cycle Operations within the Swedish nuclear power program and the understanding concerning modification of such information is acceptable to my Government.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

Sincerely,

A handwritten signature in dark ink, reading "Franklin S. Forsberg".

Franklin S. Forsberg
American Ambassador

TIAS 10860



EMBASSY OF THE
UNITED STATES OF AMERICA
STOCKHOLM

OFFICE OF THE AMBASSADOR

December 19, 1983

The Honorable
Lennart Bodström
Minister for Foreign Affairs
Stockholm

Dear Mr. Minister:

I refer to the Agreement for Cooperation Between the United States of America and Sweden Concerning Peaceful Uses of Nuclear Energy which was signed today and wish to confirm the following understandings which have been reached during the negotiations leading to the conclusion of the Agreement.

With respect to any contract executed between the United States Atomic Energy Commission and the Government of Sweden or authorized persons under its jurisdiction prior to June 27, 1974, prices for uranium enriched in the isotope U-235 or charges for enrichment services applicable to the Government of Sweden or to authorized persons under its jurisdiction will be those in effect for users in the United States of America at the time of delivery. This also applies to contracts executed after June 27, 1974, as a substitution for contracts entered into prior to that date.

I suggest that if the Government of Sweden concurs, this letter and your reply to that effect be regarded as placing this understanding on record.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

Sincerely,

A handwritten signature in dark ink, reading "Franklin S. Forsberg".

Franklin S. Forsberg
American Ambassador

*The Minister
for
Foreign Affairs*

Your Excellency,

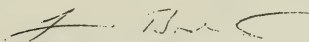
I wish to acknowledge receipt of your Note of today referring to the Agreement for Cooperation Between Sweden and the United States of America Concerning Peaceful Uses of Nuclear Energy which was signed today and to the following understanding reached during the negotiations leading to the conclusion of the Agreement.

"With respect to any contract executed between the United States Atomic Energy Commission and the Government of Sweden or authorized persons under its jurisdiction prior to June 27, 1974, prices for uranium enriched in the isotope U-235 or charges for enrichment services applicable to the Government of Sweden or to authorized persons under its jurisdiction will be those in effect for users in the United States of America at the time of delivery. This also applies to contracts executed after June 27, 1974, as a substitution for contracts entered into prior to that date."

I have the honor to confirm that the Government of Sweden concurs in the understanding contained in your letter.

Accept, Your Excellency, the assurances of my highest consideration.

Stockholm, December 19, 1983


Lennart Bodström

His Excellency
Mr. Franklin S. Forsberg
Ambassador Extraordinary and Plenipotentiary
of the United States of America

STOCKHOLM

TIAS 10860

CZECHOSLOVAK SOCIALIST REPUBLIC

Air Transport Services

*Agreement amending and extending the agreement of February
28, 1969, as amended and extended.*

Effected by exchange of notes

Dated at Washington December 19 and 23, 1983;

Entered into force December 23, 1983.

The Embassy of the Czechoslovak Socialist Republic to the Department of State

The Embassy of the Czechoslovak Socialist Republic presents its compliments to the Department of State of the United States of America and, referring to the Air transport agreement between the government of the Czechoslovak Socialist Republic and the government of the United States of America, signed at Prague on February 28, 1969, as amended,^[1] has the honour to state that the government of the Czechoslovak Socialist Republic for the purpose of facilitation of air transport relations for the next period is ready to agree to the extension of the agreement for the period of one year from January 1, 1984 through December 31, 1984 under analogous conditions as for the year 1983 /see annex to this note/.

The Embassy of the Czechoslovak Socialist Republic avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.

Department of State
Washington, D. C.

December 19, 1983



¹ TIAS 6644, 7356, 7881, 8868; 20 UST 408; 23 UST 909; 25 UST 1470; 29 UST 1071.

Annex to the Czechoslovak note

- 1/ With regard to the present volume of traffic needs between the Czechoslovak Socialist Republic and the United States of America, the Czechoslovak designated airline shall be permitted to operate two frequencies per week during all of 1984, and the Czechoslovak designated airline will sell, during the course of 1984, U.S. dollars 1.400.000 in net interline sales for services offered anywhere in the world by the U.S. designated airline. The term "net interline sales" refers to total interline sales for services minus any commission paid or to be paid to agents for making such sales.

After actual net interline sale for 1983 are determined, any difference between that amount and the sales requirement for 1983 will be added to or subtracted from the net interline sales requirement of the Czechoslovak designated airline for 1984.

- 2/ The government of the Czechoslovak Socialist Republic shall allow, acting through the Federal Ministry of Transport, United States airlines to operate charter passenger air services between the two countries, including services with stopovers at intermediate and beyond points in third countries, without limitation on volume, frequency or regularity of service or on type of aircraft used.

- 3/ The Czechoslovak designated airline may upon appropriate application and prior approval by the United States Civil Aeronautics Board, operate charter passenger flight between the two countries.
- 4/ The charterworthiness and prices of charter flights shall be determined exclusively by the rules of the country in which the traffic originates.
- 5/ The words "six months" in Article XIV of the Agreement shall be replaced by the words "thirty days".

The Department of State to the Embassy of the Czechoslovak Socialist Republic

The Department of State acknowledges receipt of a note dated December 19, 1983 from the Embassy of the Czechoslovak Socialist Republic, the text of which follows:

The Embassy of the Czechoslovak Socialist Republic presents its compliments to the Department of State of the United States of America and, referring to the Air transport agreement between the government of the Czechoslovak Socialist Republic and the Government of the United States of America, signed at Prague on February 28, 1969, as amended, has the honour to state that the Government of the Czechoslovak Socialist Republic for the purpose of facilitation of air transport relations for the next period is ready to agree to the extension of the agreement for the period of one year from January 1, 1984 through December 31, 1984 under analogous conditions as for the year 1983 /see annex to this note/.

The Embassy of the Czechoslovak Socialist Republic avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.

Annex to the Czechoslovak note

- 1/ With regard to the present volume of traffic needs between the Czechoslovak Socialist Republic and the United States of America, the Czechoslovak designated airline shall be permitted to operate two frequencies per week during all of 1984, and the Czechoslovak designated airline will sell, during the course of 1984, U.S. dollars 1.400.000 in net interline sales for services offered anywhere in the world by the U.S. designated airline. The term "net interline sales" refers to total interline sales for services minus any commission paid or to be paid to agents for making such sales.

After actual net interline sale for 1983 are determined, any difference between that amount and the sales requirement for 1983 will be added to or subtracted from the net interline sales requirement of the Czechoslovak designated airline for 1984.

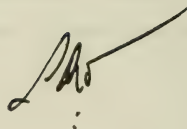
- 2/ The Government of the Czechoslovak Socialist Republic shall allow, acting through the Federal Ministry of Transport, United States airlines to operate charter passenger air services between the two countries, including services with stopovers at intermediate and beyond points in third countries, without limitation on volume, frequency or regularity of service or on type of aircraft used.

- 3/ The Czechoslovak designated airline may upon appropriate application and prior approval by the United States Civil Aeronautics Board, operate charter passenger flight between the two countries.
- 4/ The charterworthiness and prices of charter flights shall be determined exclusively by the rules of the country in which the traffic originates.
- 5/ The words "six months" in Article XIV of the Agreement shall be replaced by the words "thirty days".

The Department of State confirms that the Government of the United States accepts this proposal and agrees that your note and this reply shall constitute an agreement between our respective Governments which shall enter into force on the date of this note.

Department of State,

Washington, December 23, 1983.

A handwritten signature in dark ink, appearing to be 'M. S.', with a long horizontal stroke extending to the right.

SOCIALIST REPUBLIC OF ROMANIA

Cultural Relations: Exchanges for 1984-1985

*Program of cooperation signed at Washington December 23, 1983;
Entered into force December 23, 1983;
Effective January 1, 1984.*

PROGRAM OF COOPERATION AND EXCHANGES

between the Government of the United States of America and the Government of the Socialist Republic of Romania in Educational, Cultural, Scientific, Technological and Other Fields for the years 1984 and 1985.

In order to carry out the Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania on Cooperation and Exchanges in the Cultural, Educational, Scientific and Technological Fields signed in Bucharest on December 13, 1974,^[1] and renewed for an additional five-year period in December 1979,^[2] and in the spirit of the Final Act of the Conference on Security and Cooperation in Europe,^[3] the Parties will make every effort to carry out the following Program for the years 1984 and 1985.

ARTICLE I: EDUCATION

1. The Parties will exchange annually:

a) graduate students or research scholars for up to a total of 100 participant-months on each side;

b) up to ten university lecturers from each side for periods of up to ten months for each participant in the language, literature, history, and civilization of the sending side or in other mutually acceptable fields; and

c) up to six scholarly researchers, specialists or officials in the field of education or in other mutually acceptable fields, for visits of up to 30 days, for documentation, consultation and exchange of experience.

2. Nominations under Paragraphs 1 a), b) and c) above may be in all fields, but the Parties will give special consideration to American and Romanian studies and will make every effort to achieve a balance between the pure and applied sciences, and the social sciences and humanities.

3. The Parties will encourage direct cooperation and the conclusion of arrangements between institutions of higher education and research, and exchanges of persons, information, publications and materials in fields of specialization. Funding for these exchanges is to be determined according to the procedures in effect on each side.

¹ TIAS 8006; 26 UST 31.

² Should read "December 1978". TIAS 9307; 30 UST 1965.

³ Department of State Bulletin, Sept. 1, 1975, p. 323.

4. The Parties will facilitate private educational exchanges of university lecturers, instructors and specialists including those in the social and political sciences, research scholars and students, for documentation, lecturing and exchange of experience. The arrangements and financial terms of such private exchanges will be determined directly by the participating institutions or organizations.

5. The Parties will facilitate the organizing of one bilateral symposium annually, proposals for which will be made through diplomatic channels. Such symposia may be in the fields of history, literature, culture and civilization, or in other fields. Up to six specialists from each country may participate for up to a total of 60 person-days.

6. The Parties will encourage exchanges--between university libraries and other scholarly research centers--of books, publications and documentary materials in the field of education.

7. The Parties will cooperate in the field of education by encouraging:

a) the exchange of information, textbooks, atlases, encyclopedias, reference books, and other documentary materials and specialized studies on the geography, history, economy and society of their respective countries for the purpose of developing mutual understanding and to improve the presentation and knowledge of each country in the other;

b) the exchange of articles for publication, specialized studies, books, periodicals, university textbooks, teaching plans and programs, as well as documentary materials, regarding the structure, content and organization of education in their countries;

c) the exchange of information on scholarly events in the field of education and instruction taking place in their countries with international participation.

8. The Parties will encourage mutual participation of students at all levels in scholarly, cultural, artistic, sports and touristic events organized in their countries. The arrangements and financial terms of such exchanges will be determined directly by the participating institutions or organizations.

ARTICLE II: SCIENCE AND TECHNOLOGY

In order to carry out the provisions of Article III of the above-mentioned Agreement, the Parties to this Program agree to take all appropriate measures, including administrative and financial arrangements relating to the implementation of jointly-approved projects, to achieve the fulfillment of the following existing understandings and agreements:^[1]

- a) The Memorandum of Understanding of September 20, 1971 between the Atomic Energy Commission of the United States of America and the State Committee for Nuclear Energy of the Socialist Republic of Romania, as extended by the letter of the Commission dated November 13, 1973 and the note of the Socialist Republic of Romania dated March 27, 1973. The Memorandum of Understanding will remain in force under the jurisdiction of the Department of Energy of the United States of America and the State Committee for Nuclear Energy of the Socialist Republic of Romania;
- b) The Memorandum of Understanding Regarding Scientific Cooperation of November 1, 1969 between the National Academy of Sciences of the United States of America and the Academy of the Socialist Republic of Romania;
- c) The Memorandum of Understanding of November 1, 1971 on Transportation Research Cooperation between the Department of Transportation of the United States of America and the Ministry of Transportation and Telecommunications of the Socialist Republic of Romania. During the period of validity of this Program, the Parties will exchange delegations of specialists in scientific areas of mutual interest under conditions to be agreed upon;
- d) The Memorandum of Understanding dated February 27, 1979, between the National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania;^[2]
- e) The Agreement for Exchanges of Professors, Scholars, and Researchers between the International Research and Exchanges Board of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania of June 22, 1973;
- f) The Protocol signed September 11, 1975 between the Department of Agriculture of the United States of America and the Ministry of Agriculture and Food Industry of the Socialist Republic of Romania;^[3] and

¹ Not printed unless otherwise indicated.

² TIAS 9731; 32 UST 815.

³ TIAS 8166; 26 UST 2486.

g) The Understanding between the Department of Health and Human Services (DHHS) of the United States of America, and the Ministry of Health of the Socialist Republic of Romania, contained in the DHHS's letters of December 14, 1972 and January 15, 1974, and the Ministry of Health's letters of March 22, 1973 and January 29, 1974. The Department of Health and Human Services and the Ministry of Health will facilitate:

--the exchange of information, publications and documentation in the fields of health care and medical research;

--the exchange of published statistical data on epidemic diseases and the general state of health of the population of the two countries; and

--collaboration between the U.S. National Institutes of Health of the DHHS and the Academy of Medical Sciences, through the Ministry of Health of the Socialist Republic of Romania.

Details of the specific exchanges of health provided for under this sub-paragraph, including necessary administrative arrangements, exchange levels (in person-months), as well as any new exchanges in the field of health, shall be agreed upon directly between the DHHS and the Ministry of Health.

ARTICLE III: CULTURE

1. The Parties will encourage the exchange of musical, dance and theatrical groups and individual artists, either on a commercial or non-commercial basis. The American side will encourage American impresarios to accept Romanian performing arts groups and individual artists for concert tours and performances in the United States. The Romanian side will encourage the Romanian Agency for Artistic Management (ARIA) to accept American performing arts groups and individual artists for performances and concert tours in the Socialist Republic of Romania.

2. The Parties will make every effort to receive annually up to seven cultural specialists in the plastic, literary, and performing arts for observation and consultations intended to expand cultural relations, as well as for lectures, where possible, on the artistic achievements, literature, culture, and civilization of the sending side. The visits may be for periods of up to 30 days each with the understanding that two of the specialists may be nominated annually for visits of up to 60 days.

3. The Parties will encourage their theatre, dramatic and musical, and orchestra companies to develop direct contacts and to include, in their dramatic and musical repertoires, works by playwrights and composers of the other country.

a) To this end, the Parties will suggest to each other, annually, musical and dramatic works that could be included in the repertoires of performing arts companies of the other country; and

b) The Parties will encourage direct exchanges of stage directors and music conductors between appropriate institutions from the two countries through impresarios, for the purpose of promoting the staging and performance of works from their respective repertoires.

4. The Parties will encourage invitations to individual artists and representative performing arts groups, as well as theatre and music specialists (performers, composers, critics) to participate in international festivals, and competitions, and theatre, music and other artistic meetings to be held in each other's country.

5. The Parties will continue to encourage and further develop, subject to the legal requirements of each country, the exchange of books, publications and other printed, duplicated or recorded materials, between the Library of Congress and the Central State Library as well as between other libraries and research institutes of the United States and the Socialist Republic of Romania.

6. a) The Parties will continue to encourage, subject to the legal requirements of each country, including--as necessary--the consent of the holder of rights in any material mentioned herein, the translation and publication of scientific, scholarly, literary and other works of the authors of each country. To this end, the Parties will encourage direct contacts between publishing houses and appropriate publishing institutions in the two countries. The Parties will also encourage activities and exchanges, including co-publications and symposia, between publishers and translators of scientific, scholarly, and literary works of each country. Details of such exchanges, activities, and symposia will be proposed through diplomatic or other channels.

b) The Parties will encourage specialized journals and publications to publish articles, studies and reports related to the cultural and artistic life of the other country.

7. During the current program, the Parties will explore the possibility of organizing, on a mutual basis, one book exhibit to be shown in appropriate institutions of the other country, and then to be donated, if possible, to the host institution.

8. During the period of this Program, the Parties will exchange visits by two writers on each side for a period of up to 30 days each in order to enhance mutual understanding in the field of literature and the development of contacts between writers and their professional associations. Each Party will also facilitate the extension of invitations to writers, literary critics and historians from the other country to participate in international conferences, seminars and symposia organized in its own country on literary themes (creative writing, literary history and criticism). The American side will also invite annually one Romanian writer to participate in an international writing program to be organized in the United States.

9. The Parties will facilitate visits and the organization in their countries of various cultural and scholarly programs, including lectures and symposia, to commemorate appropriate national anniversaries and celebrations of the other country.

10. The Parties agree to exchange one or two official exhibits during the period of the Program. Each exhibit will be shown in centrally-located, easily accessible sites in three or four major cities including, when possible, the capital of the receiving side, for periods of three or four weeks in each city. The itinerary of the exhibit and the length of the stay at each site may be modified by the agreement of both Parties. The themes of these exhibits may be in the fields of art, culture, education, history, science, or general information. The themes, dates, and itineraries of these exhibits will be proposed and determined through diplomatic channels.

During the period of this Program, the American side will send to Romania the following official exhibits: "American Theatre Today" and "Filmmaking in America". The Romanian side similarly will send major exhibits to the United States.

The Parties will also encourage the exchange of documentary exhibits related to the history, culture, arts and civilization of the sending side.

The exhibits of each country may also include other mutually acceptable activities such as lectures, symposia, the distribution of relevant literature and other activities related to the theme of the exhibit. The exhibits may be accompanied by such personnel as the sending side deems necessary.

11. The Parties will encourage other exchanges of exhibitions in the fields of science, education, architecture, or mutually acceptable fields, on the basis of arrangements made directly between interested institutions or organizations of the two countries.

12. The Parties will encourage the development of contacts and exchanges of art exhibits and artists' visits between the Union of Plastic Artists of the Socialist Republic of Romania and similar organizations or art galleries in the United States on the basis of arrangements made directly by those organizations.

13. The Parties will encourage museums of the two countries to expand direct contacts and to exchange catalogues, informational material, art books and photographs. Special emphasis will be given to exchange of data and information on conservation and restoration of art objects.

14. The Parties will encourage the participation, with works and individual artists, in international exhibits or seminars organized in their own countries.

15. The Parties will encourage the expansion of contacts and exchanges of photography exhibitions between the Association of Photographers of the Socialist Republic of Romania and similar organizations in the United States.

16. The Parties will seek to develop contacts and cooperation leading to scholarly research in various cultural and artistic fields by facilitating the exchange of methodology, publications, and informational material between interested institutions and persons in their countries.

17. In order to expand cooperation in the film medium, the Parties will encourage:

a) the exchange of films for direct projection or on television on a commercial or non-commercial basis;

b) cooperation in the production of documentary and feature films, including joint productions, and the exchange of cinematographic services or materials;

c) the exchange of mutually acceptable documentary and scientific films;

d) the exchange of publications and information on film art, technology and distribution;

e) the development of direct relations between cinematographers' associations and between film producers and directors of the two countries;

f) the participation of film specialists and showing of films at international film festivals or cinematographic meetings organized by each country;

g) the exchange of films and information materials between the National Film Archives of the Socialist Republic of Romania and appropriate institutions in the United States of America, including the organization of retrospectives of archival films of each country; and

h) the sponsoring by appropriate organizations in each country of a film week devoted to the films of the other country. An exchange of visits of one or two film directors or artists may be arranged on such an occasion.

18. The Parties will encourage the exchange of specialized informational material as well as microfilms or copies of documents (subject to payment) between the National Archives of the United States of America and the General Directorate of the State Archives of the Socialist Republic of Romania. The Parties will, subject to the availability of funds, exchange persons for the purpose of doing archival research and gathering archival information for periods up to 90 days for each side.

19. The Parties will encourage the establishment of contacts and exchanges of musical materials, on a mutual basis, between the Union of Composers of the Socialist Republic of Romania and professional organizations of American composers.

ARTICLE IV: PRESS, RADIO, TELEVISION

1. The Parties will encourage exchanges of television and radio programs on cultural, literary, educational, scientific and other subject matters, including contemporary developments. In addition, the Parties will encourage exchanges of specialists between American television and radio networks and Romanian television and radio.
2. The Parties will encourage and facilitate direct contacts and exchanges between appropriate press organizations of the two countries.
3. The Parties will exchange two journalists or publishers each, annually.

ARTICLE V: GOVERNMENTAL, SOCIAL,
PROFESSIONAL AND CIVIC EXCHANGES

1. The Parties will encourage exchanges between governmental officials at the national level and representatives of local authorities of the two countries for contacts and consultations in the specific areas of their activities. Details will be arranged through diplomatic channels.
2. The Parties will encourage exchanges of representatives of professional and non-governmental organizations. The decisions implementing and financial conditions regarding these exchanges rest with the respective organizations.
3. In the context of the International Year of Youth, the Parties will encourage the exchange of delegations of youth organizations in each country for visits of information and observation in order to reach a better understanding of the way of life, culture and youth activities in the other country. The Parties will also encourage tourist exchanges, on a mutual basis, between youth organizations of the two countries. The decisions implementing and financial conditions regarding these exchanges rest with the respective organizations.

ARTICLE VI: SPORTS

The Parties will encourage development of exchanges in the field of sports and exchanges of experience and information between sports organizations and institutes of physical education and sports of the two countries. The Parties also will encourage the participation of athletes from their countries in important international sports competitions to be held in each country. The financial conditions for these exchanges will be determined by agreement between the interested institutions and organizations.

ARTICLE VII: GENERAL

1. The exchanges and visits provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries. Within this framework, both Parties will promote favorable conditions for the fulfillment of these exchanges and visits in accordance with the provisions and objectives of the Agreement on Cooperation and Exchanges in the Cultural, Educational, Scientific and Technological Fields.

2. This Program does not preclude other exchanges and visits which may be arranged by interested organizations or individuals, it being understood that arrangements for additional exchanges and visits will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

3. The Parties agree to hold periodic meetings of their representatives to discuss the implementation of the Program. The implementation reviews will be held at times and places to be agreed upon through diplomatic channels.

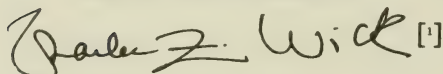
4. The Program Year will begin on January 1 and end on December 31 of each year. However, for the purpose of the implementation of the provisions for the exchange of graduate students, researchers, and lecturers envisioned under sub-paragraphs a) and b) of Article I, Paragraph 1, the Program Year will begin on September 1 of each year and end on August 31 of the following year. Therefore, this Program remains valid for participants under Article I, paragraph 1 a) and b) until August 31, 1986, and, if extended pursuant to Paragraph 5 below, until August 31, 1987.

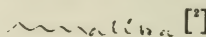
5. This Program is valid from January 1, 1984, through December 31, 1985. If the Parties have not negotiated a new Program Document in due time, the present Program will be extended by mutual consent for one year until December 31, 1986, and is subject to the provisions of Paragraph 4 above.

DONE in Washington on December 23, 1983 in two originals in the English and the Romanian languages, both equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
SOCIALIST REPUBLIC OF ROMANIA

 [1]

 [2]

¹ Charles Z. Wick.

² Mircea Malita.

ANNEX

For the implementation of the exchanges and activities mentioned in the Program of Cooperation and Exchanges for 1984 and 1985 the Parties have agreed to the following conditions:

I. For educational exchanges under Article I, Paragraph 1, a) and b):

A. The academic year is 9-10 months in duration.

B. The sending side will bear the cost of round-trip travel of its participants between their homes and the capital of the receiving side.

C. The receiving side will:

1. provide the cost of internal round-trip transportation between the capital and the place of study;

2. provide the cost of all travel included in the program of study accepted by the receiving side for the participants under Article I, Paragraph 1 a) at the time the participant was approved;

3. assure adequate housing suitable for the participants and their accompanying family members;

4. provide the cost of tuition and fees for academic study and research for each participant;

5. provide an annual book allowance for participants under Article I, Paragraph 1 a) in the amount of 2000 lei for American participants and \$350 for Romanian participants, to be paid with the first monthly stipend;

6. provide the cost of medical and hospital insurance coverage in case of serious illness or accident according to the regulations and procedures in force in both countries; and

7. provide a monthly stipend to participants in the following amounts:

a) graduate students - - from \$550 to \$750 (depending on location) for Romanian participants; 3000 lei for American participants;

b) research scholars -- from \$1825 to \$1975 (depending on location) for Romanian participants; 5000 lei for American participants;

c) lecturers -- from \$1825 to \$1975 (depending on location) for Romanian participants; 5000 lei for American participants;

d) stipends for graduate students and research scholars will be paid according to the category in which their nominations are proposed and accepted; and

e) stipend payments will begin according to procedures in effect on both sides and will be made thereafter at regular monthly intervals.

D. In order to facilitate travel within Romania by American participants and their families, the Ministry of Education of the Socialist Republic of Romania will discuss further with the Ministry of Tourism and Sport the possibility of authorizing participants and their accompanying dependents to pay for hotel accommodations at domestic rates.

E. All participants will be given access to appropriate documentation sources and to academic and scientific materials necessary to carry out the program of study and research agreed to by the receiving side at the time of acceptance and in accordance with the regulations in force in each country.

F. Spouses and/or family members may accompany or visit the participants, but their travel costs and all other costs (except as otherwise specified) will be the responsibility of the participants of the sending side.

G. The sending side will submit nominations containing personal and academic data as well as complete information on the proposed academic activity as early as possible but not later than the end of February for the following academic year.

H. The receiving side reserves the right to determine the acceptance and placement of the candidates and will inform the sending side of its decisions as early as possible, but not later than April 30. Affiliation will be made at institutions appropriate to the program proposed by individual candidates.

II. The Parties agree to the following conditions for visits under Article I, Paragraph 1 c), and Paragraph 5; Article III, Paragraphs 2 and 8; and Article IV, Paragraph 3:

A. The sending side will bear the cost of round-trip travel between the two capital cities. The receiving side will bear the cost of all internal travel for the participants necessary for the fulfillment of their approved programs.

B. For visits of up to 30 days, the two sides will provide:

-- in the United States, \$94 per day;
-- in Romania, 250 lei per day plus hotel or other suitable accommodations.

C. For visits of 30-60 days, the two sides will provide:

--in the United States, at least \$94 per day;
-- in Romania, at least 200 lei per day plus hotel or other suitable accommodations.

D. The receiving side will provide short-term visitors with an allowance for cultural and educational materials of 200 lei for American participants and \$110 for Romanian participants. For specialists in the performing arts (theater, music, ballet, film, etc.) the receiving side will facilitate access to cultural performances, concerts and films necessary to their programs.

E. When necessary, the receiving side will provide escort-interpreters for short-term visitors of up to 30 days.

III. The expenses required by the exchange of exhibits as mentioned in Article III, Paragraph 10, will be shared as follows:

A. The sending side will pay the expenses of the international transportation of the exhibition, insurance of the exhibition, the printing of the exhibition catalogues and posters, as well as the preparation of any other support materials published in connection with the exhibit themes. The sending side will provide to the receiving side an insurance certificate to show the amount and method of insurance coverage.

B. The receiving side will provide, to the extent possible without cost to the sending side, the following: rent-free sites; guards for the exhibition; electricity, heat, water and such similar services necessary during the mounting, showing, dismantling, and packing of the exhibition; in cooperation with the sending side, the sending of invitations to the exhibit opening to officials and representatives of the press, radio and TV; adequate publicity for the exhibit before and during its showing; and a liaison officer to facilitate all aspects of the exhibition.

C. All costs not included in Paragraph 8 above will be the responsibility of the sending side. At the request of the Romanian side, the U.S. side will allow the costs under this paragraph (C), including the cost of the internal transportation of the U.S. exhibit and such other services as are specifically requested by the American side, to be paid in Romania by the Romanian sponsoring organization. Upon presentation of an itemized statement listing those transportation costs and other costs for services requested, the U.S. side will reimburse the Embassy of the Socialist Republic of Romania in Washington, D.C., the dollar equivalent of this lei sum. The Parties agree that it is the intention of this arrangement that these funds remitted to the Embassy of Romania shall be used to defray the internal costs of the Romanian exhibit program in the United States.

D. If an expert accompanies the exhibit, either as curator or as exhibit director, the sending side will bear the costs of international transportation, and the receiving side will bear the costs of internal transportation, and lodging and meals for up to 14 days at each exhibition site, in accordance with the provisions of Section II (8) of this Annex unless there is a different understanding arrived at through diplomatic channels.

E. The conditions for carrying out the other exhibit exchanges (documentary and art) pursuant to Article III, Paragraph 10, will be settled through diplomatic channels.

F. The sending side will pay all costs for additional personnel who accompany its exhibit in the other country.

IV. The financial terms for performing arts tours are to be established either through impresarios or through diplomatic channels.

V. The Parties will facilitate the issuance of visas in the most expeditious manner to participants in the Program of Cooperation and Exchanges as well as to family members who may accompany them or join them later for the approved period of the participant's stay in the other country.

VI. The Parties agree that in cases where other direct arrangements have been established between American and Romanian organizations and institutions, those other arrangements shall apply to their activities except when it is specified that exchanges will be carried out on the basis of the conditions established herein.

VII. The conditions for the implementation of the Program of Cooperation and Exchanges may be amended only by agreement between the Parties.

VIII. This Annex dealing with conditions for the implementation of the Program of Cooperation and Exchanges for the years 1984 and 1985 is an integral part of that document.

TIAS 10862

PROGRAM DE COOPERARE ȘI SCHIMBURI

între Guvernul Statelor Unite ale Americii și Guvernul Republicii Socialiste România în domeniul educației, culturii, științei, tehnologiei și în alte domenii pe anii 1984 și 1985

În vederea punerii în aplicare a Acordului dintre Guvernul Statelor Unite ale Americii și Guvernul Republicii Socialiste România, privind cooperarea și schimburile în domeniile culturii, învățămîntului, științei și tehnologiei, semnat la București la 13 decembrie 1974 și reînnoit în decembrie 1979 pentru o nouă perioadă de 5 ani și în spiritul Actului final al Conferinței pentru securitate și cooperare în Europa, Părțile vor depune toate eforturile pentru realizarea următorului Program pentru anii 1984 și 1985:

ARTICOLUL I: ÎNVĂȚĂMÎNT

1. Părțile vor proceda la următoarele schimburi anual:

a) absolvenți universitari sau cercetători cu experiență pînă la un total de 100 luni-persoană de fiecare parte;

b) pînă la 10 lectori universitari de fiecare parte, pe perioade de pînă la 10 luni pentru fiecare participant, pentru cursuri de limbă, literatură, istoria și civilizația Părții trimițătoare sau în alte domenii reciproc acceptabile;

c) pînă la 6 cercetători cu experiență, specialiști sau persoane oficiale din domeniul învățămîntului sau din alte domenii reciproc acceptabile, pentru vizite de pînă la 30 zile, pentru documentare, consultare și schimb de experiență.

2. Nominalizările în cadrul paragrafelor 1.a, b și c se pot face în toate domeniile, dar Părțile vor acorda o atenție deosebită studiilor românești și americane și vor depune toate eforturile pentru a realiza un echilibru între științele pure și aplicate și științele sociale și umanistice.

3. Părțile vor încuraja colaborarea directă și încheierea de înțelegeri între instituții de învățămînt superior și cercetare, schimburile de persoane, informații, publicații și materiale din domenii de specialitate. Cheltuielile pentru realizarea acestor schimburi vor fi stabilite în conformitate cu procedurile în vigoare ale fiecărei Părți.

4. Părțile vor facilita schimburi pe cont propriu de cadre didactice și specialiști, inclusiv în științele sociale și politice, cercetători și studenți, pentru documentare, conferințe și schimb de experiență. Înțelegerile și condițiile financiare ale acestor schimburi pe cont propriu vor fi stabilite direct de către instituțiile sau organizațiile participante.

5. Părțile vor facilita organizarea anuală a unui simpozion bilateral, pentru care se vor face propuneri pe canale diplomatice. Astfel de simpozii

oane pot fi în domeniile istoriei, literaturii, culturii și civilizației sau în alte domenii. Pot participa până la 6 specialiști din fiecare țară, până la un total de 60 zile-persoană.

6. Părțile vor încuraja schimburile de cărți, publicații și materiale documentare din domeniul învățământului între bibliotecile universitare și alte centre de cercetare științifică.

7. Părțile vor colabora în domeniul învățământului încurajând:

a) schimbul de informații, manuale, atlase, enciclopedii, lucrări de referință și alte materiale documentare și studii de specialitate asupra geografiei, istoriei, economiei și vieții sociale a țărilor respective, în scopul dezvoltării înțelegerii reciproce și îmbunătățirii prezentării și cunoașterii fiecărei țări în cealaltă țară;

b) schimbul de articole pentru publicare, studii de specialitate, cărți, periodice, cursuri universitare, planuri și programe de învățământ, ca și materiale documentare privind structura, conținutul și organizarea învățământului din țările lor;

c) schimbul de informații asupra evenimentelor științifice în domeniul educației și învățământului, care au loc în țările lor, cu participare internațională.

8. Părțile vor încuraja participarea reciprocă a elevilor și studenților la manifestări științifice, culturale, artistice, sportive și turistice organizate în țările lor. Înțelegerile și condițiile financiare privind aceste schimburi vor fi stabilite direct de către instituțiile sau organizațiile participante.

ARTICOLUL II: ȘTIINȚA ȘI TEHNOLOGIE

1. În vederea aplicării prevederilor Articolului III din Acordul sus menționat, Părțile la acest program sînt de acord să ia toate măsurile corespunzătoare inclusiv aranjamente administrative și financiare privind realizarea unor proiecte aprobate de comun acord, pentru a se realiza îndeplinirea următoarelor aranjamente și înțelegeri existente:

a) Memorandumul Înțelegerii din 20 septembrie 1971 dintre Comisia pentru Energie Atomică a Statelor Unite ale Americii și Comitetul de Stat pentru Energia Nucleară din Republica Socialistă România, extins prin Nota Republicii Socialiste România din 27 martie 1973 și scrisoarea Comisiei din 13 noiembrie 1973. Memorandumul Înțelegerii va rămîne în vigoare, iar aplicarea lui va fi de competența Departamentului Energiei al Statelor Unite ale Americii și Comitetului de Stat pentru Energia Nucleară al Republicii Socialiste România;

b) Memorandumul Înțelegerii din 1 noiembrie 1969 privind cooperarea științifică dintre Academia Națională de Științe a Statelor Unite ale Americii și Academia Republicii Socialiste România;

c) Memorandumul Înțelegerii din 1 noiembrie 1971 privind cooperarea în cercetările din domeniul transporturilor dintre Departamentul Transporturilor din Statele Unite ale Americii și Ministerul Transporturilor și

Telecomunicațiilor din Republica Socialistă România. Părțile vor efectua, în perioada valabilității Programului, schimburi de delegații de specialiști în probleme științifice de interes reciproc, în condițiile ce vor fi convenite ulterior;

d) Memorandumul Înțelegerii din 27 februarie 1979 dintre Fundația Națională de Știință din Statele Unite ale Americii și Consiliul Național pentru Știință și Tehnologie din Republica Socialistă România;

e) Aranjamentul de schimburi de profesori, oameni de știință și cercetători științifici dintre Comitetul pentru Cercetare și Schimburi Internaționale (IREX) din Statele Unite ale Americii și Consiliul Național pentru Știință și Tehnologie al Republicii Socialiste România, semnat la 22 iunie 1973;

f) Protocolul semnat la 11 septembrie 1975 între Departamentul Agriculturii din SUA și Ministerul Agriculturii și Industriei Alimentare din Republica Socialistă România;

g) Înțelegerea dintre Departamentul Sănătății și Prevederilor Sociale (DHHS) din Statele Unite ale Americii și Ministerul Sănătății din Republica Socialistă România, cuprinsă în scrisorile din 14 decembrie 1972 și 15 ianuarie 1974 ale Departamentului Sănătății și Prevederilor Sociale din Statele Unite ale Americii și în scrisorile din 22 martie 1973 și 29 ianuarie 1974 ale Ministerului Sănătății al Republicii Socialiste România. Departamentul Sănătății și Prevederilor Sociale și Ministerul Sănătății vor facilita:

- schimbul de informații, publicații și documentații în domeniile ocrotirii sănătății și cercetării științifice medicale;
- schimbul de date statistice publice cu privire la bolile epidemice și la starea generală de sănătate a populației din cele două țări;

- colaborarea dintre Institutele Naționale de Sănătate ale Departamentului Sănătății și Prevederilor Sociale din Statele Unite ale Americii și Academia de Științe Medicale prin Ministerul Sănătății al Republicii Socialiste România.

Detaliile privind schimburile specifice prevăzute de acest subparagraf, inclusiv aranjamentele administrative necesare, nivelul schimburilor în luni/persoană, precum și orice noi schimburi în domeniul sănătății vor fi convenite direct între Departamentul Sănătății și Prevederilor Sociale și Ministerul Sănătății.

ARTICOLUL III : CULTURA

1. Părțile vor încuraja schimbul de formații muzicale, de dans, teatru precum și de artiști individuali, pe baze impresariale sau necomerciale. Partea americană va încuraja impresarii americani să accepte formații artistice și artiști individuali români pentru turnee de concerte și spectacole în Statele Unite. Partea română va încuraja Agenția Română de Impresariat Artistic (ARIA) să accepte formații artistice și artiști individuali americani pentru turnee de spectacole și concerte în Republica Socialistă România.

2. Țările vor depune toate eforturile de a primi anual pînă la șapte specialiști în domeniile artelor plastice, artelor literare și spectacolelor artistice pentru documentare și consultații cu scopul de a dezvolta relațiile culturale, precum și pentru conferințe, unde va fi posibil, despre creațiile artistice, literatura, cultura și civilizația părții trimitătoare. Vizitele pot fi pentru perioade de pînă la 30 zile fiecare, cu înțelegerea că doi dintre specialiști pot fi numiți în fiecare an pentru vizite pînă la 60 zile.

3. Țările vor încuraja teatrele lor dramatice și muzicale, precum și orchestrele să dezvolte contacte directe și să includă în repertoriile lor dramatice și muzicale lucrări de dramaturgi și compozitori din cealaltă țară.

a) În acest scop, cele două țări vor sugera anual lucrări muzicale și teatrale care ar putea fi incluse în repertoriile teatrelor dramatice și muzicale precum și ale orchestrelor din cealaltă țară;

b) Țările vor încuraja schimburi directe de regizori și dirijori între instituțiile respective din cele două țări, cu scopul de a promova montarea și interpretarea unor lucrări din repertoriile lor respective.

4. Țările vor încuraja invitarea unor artiști individuali și grupuri artistice reprezentative precum și a unor oameni de teatru și muzică (interpreți, compozitori, critici) pentru a participa la festivalurile internaționale, concursurile, reuniunile de teatru, muzică și alte întîlniri artistice care vor avea loc în propriile lor țări.

5. Țările vor continua să încurajeze și să dezvolte pe mai departe, cu condiția îndeplinirii cerințelor legale ale fiecărei țări, schimbul de cărți, publicații și alte materiale tipărite, multiplicare sau înregistrate între Biblioteca Congresului și Biblioteca Centrală de Stat, precum și între alte biblioteci și alte institute de cercetare ale Statelor Unite și Republicii Socialiste România.

6.a) Țările vor continua să încurajeze, cu condiția îndeplinirii cerințelor legale ale fiecărei țări, inclusiv dacă este necesar, consimțimintul deținătorilor de drepturi asupra oricărui material menționat în prezentul document, traducerea și publicarea unor lucrări științifice, academice și literare, precum și alte opere ale autorilor din fiecare țară. În acest scop Țările vor încuraja contactul direct între editurile și instituțiile respective din cele două țări. Țările vor încuraja, de asemenea, activitățile și schimburile, inclusiv coeditările și simpoziioanele, dintre editorii și traducătorii de lucrări științifice, academice și literare din fiecare țară. Detaliile unor astfel de schimburi, activități și simpoziioane vor fi propuse pe cale diplomatică sau alte canale.

b) Țările vor încuraja revistele și publicațiile de specialitate să publice articole, studii și reportaje cu privire la viața culturală și artistică din cealaltă țară.

7. În perioadă de valabilitate a prezentului Program, Țările vor exploata posibilitățile de a organiza, pe bază de reciprocitate, o expoziție de carte

care să fie expusă, în instituțiile corespunzătoare ale celeilalte țări și coresponsabil donată, dacă este posibil, instituției gazdă.

8. În perioada valabilității acestui Program, Țările vor face schimb de vizite a câte doi scriitori de fiecare parte, pentru o perioadă de până la 30 zile fiecare, în vederea intensificării înțelegerii reciproce în domeniul literaturii și dezvoltării contactelor dintre scriitori și asociațiile lor profesionale. Fiecare țară va facilita, de asemenea, invitarea unor scriitori, critici și istorici literari din cealaltă țară să participe la conferințe internaționale, seminarii și simpozioane organizate în propria lor țară pe teme literare (creație, istorie și critică literară). Țara americană va invita, de asemenea, anual, un scriitor român să participe la un program internațional al scriitorilor ce va fi organizat în Statele Unite ale Americii.

9. Țările vor facilita vizite și organizarea în țările lor a unor programe culturale și academice diverse, inclusiv conferințe și simpozioane, pentru comemorarea și celebrarea unor aniversări naționale corespunzătoare celeilalte țări.

10. Țările sînt de acord să facă schimb de una sau două expoziții oficiale pe perioada programului. Fiecare expoziție va fi prezentată în locuri centrale accesibile, în trei sau patru orașe importante, inclusiv, pe cît posibil, în capitala țării primitoare, pentru o perioadă de 3-4 săptămîni în fiecare oraș. Itinerariul expoziției și durata ei în fiecare loc pot fi modificate prin acordul celor două țări. Tematicile acestor expoziții pot fi din domeniile artei, culturii, educației, istoriei, științei sau de informare generală. Temele, datele și itinerariile acestor expoziții vor fi propuse și stabilite pe canale diplomatice.

În perioada valabilității acestui Program, Țara americană va trimite în România următoarele expoziții oficiale: "Teatrul American Azi" și "Cinematografia în America". Țara română, la rîndul ei, va trimite expoziții de importanță similară.

Țările vor încuraja, de asemenea, schimbul de expoziții documentare referitoare la istoria, cultura, arta și civilizația țării trimițătoare.

Expozițiile fiecărei țări pot, de asemenea, cuprinde și alte activități reciproc acceptabile, cum ar fi: conferințe, simpozioane, distribuirea de literatură adecvată și alte activități referitoare la tema expoziției. Expozițiile pot fi însoțite de personalul pe care țara trimițătoare îl consideră necesar.

11. Țările vor încuraja alte schimburi de expoziții din domeniile științei, educației, arhitecturii sau alte domenii reciproc acceptabile, pe baza aranjamentelor convenite direct între instituțiile interesate sau organizațiile celor două țări.

12. Țările vor încuraja dezvoltarea contactelor și schimburilor de expoziții de artă și de vizite ale unor artiști plastici între Uniunea Artiștilor Plastici din Republica Socialistă România și organizații similare sau galerii de artă din Statele Unite ale Americii, pe baza unor aranjamente stabilite direct de aceste organizații.

13. Părțile vor încuraja muzeele din cele două țări să lărgesc contactele directe și să facă schimb de cataloage, materiale documentare, cărți de artă și fotografii. O atenție deosebită va fi acordată schimbului de date și informații cu privire la conservarea și restaurarea obiectelor de artă.

14. Părțile vor încuraja participarea cu lucrări și artiști individuali la expoziții internaționale sau seminarii organizate în propriile țări.

15. Părțile vor încuraja lărgirea contactelor și schimburilor de expoziții de fotografii între Asociația Artiștilor Fotografi din România și organizații similare din Statele Unite ale Americii.

16. Părțile vor urmări dezvoltarea contactelor și colaborării, în scopul efectuării de cercetări științifice în diferite domenii culturale și artistice, facilitând schimbul de metodologie, publicații și materiale documentare între instituțiile și persoanele interesate din țările lor.

17. În vederea lărgirii colaborării în domeniul cinematografiei, Părțile vor încuraja:

a) schimbul de filme pentru proiectare directă sau la televiziune, pe bază comercială sau necomercială;

b) cooperarea în producția de filme documentare și artistice, inclusiv coproducții și schimbul de servicii sau materiale cinematografice;

c) schimbul de filme documentare și științifice reciproc acceptabile;

d) schimbul de publicații și informații asupra artei, tehnologiei și distribuției filmului;

e) dezvoltarea relațiilor directe între asociațiile de cinești și între producătorii și regizorii de film din cele două țări;

f) participarea specialiștilor în domeniul cinematografiei și prezentarea de filme la festivaluri internaționale de film sau la întâlniri cinematografice organizate de fiecare țară;

g) schimbul de filme și materiale documentare între Arhive Naționale de Film din Republica Socialistă România și instituțiile corespunzătoare din Statele Unite ale Americii, inclusiv organizarea de retrospective ale filmelor din arhive fiecărei țări;

h) organizarea de către instituțiile corespunzătoare din fiecare țară a unei săptămâni a filmului dedicată filmelor din cealaltă țară. Cu ocazie acestei poate fi organizat un schimb de vizite ale unuia sau doi regizori sau actori de film.

18. Părțile vor încuraja schimbul de materiale documentare de specialitate, ca și de microfilme sau fotocopii de documente (cărți plote) între Arhivele Naționale ale Statelor Unite ale Americii și Direcția Generală a Arhivelor Statului din Republica Socialistă România.

Părțile vor face schimb de persoane, cu condiția disponibilității fondurilor, în scopul efectuării de cercetări în arhive și a culegerii de informații arhivistice, pe perioade de până la 90 zile de fiecare parte.

19. Părțile vor încuraja stabilirea de contacte și schimburi de materiale muzicale, pe baze reciproce, între Uniunea Compozitorilor din Republica Socialistă România și organizațiile profesionale ale compozitorilor americani.

ARTICOLUL IV: PRESA, RADIO, TELEVIZIUNE

1. Țările vor încuraja schimburile de programe de TV și radio pe teme culturale, literare, educative, științifice și altele, inclusiv evenimente contemporane. Țările vor încuraja, de asemenea, schimburile de specialiști între rețelele de TV și radio din Statele Unite ale Americii și radio-televiziunea română.

2. Țările vor încuraja și facilita contactele directe și schimburile între organizațiile corespunzătoare de presă din cele două țări.

3. Țările vor schimba anual câte 2 ziaristi sau redactori fiecare.

ARTICOLUL V: SCHIMBURI ÎNTRU ORGANIZATII CIVILE, CULTURALE, SOCIALE, PROFESIONALE SI CREATIVITATE

1. Țările vor încuraja schimburi între oficialități guvernamentale la nivel național și reprezentanți ai autorităților locale ale celor două țări, pentru contacte și consultări în domeniile specifice ale activității lor. Detaliile vor fi stabilite pe căi diplomatice.

2. Țările vor încuraja schimburi de reprezentanți ai unor organizații profesionale și obștești. Deciziile, condițiile de realizare și finanțare ale acestor schimburi sînt de competența organizațiilor respective.

3. În contextul Anului Internațional al Tineretului, Țările vor încuraja schimbul de delegații ale organizațiilor de tineret din fiecare țară, pentru vizite de informare și documentare, în scopul unei mai bune înțelegeri a modului de viață, a culturii și activității tineretului din celelalte țări. Țările vor încuraja, de asemenea, schimburile turistice, pe baza de reciprocitate, între organizațiile de tineret ale celor două țări. Deciziile, condițiile de realizare și finanțare privind aceste schimburi sînt de competența organizațiilor respective.

ARTICOLUL VI: SPORT

Țările vor încuraja dezvoltarea schimburilor neguvernamentale în domeniul sportului, al schimburilor de experiență și informații între organizații sportive și institute de educație fizică și sport ale celor două țări. Țările vor încuraja, de asemenea, participarea sportivilor din țările lor la competiții sportive internaționale importante, care vor avea loc în celelalte țări. Condițiile financiare pentru realizarea schimburilor respective vor fi stabilite de comun acord între instituțiile interesate.

ARTICOLUL VII: ÎNVEDERI GENERALE

1. Schimburile și vizitele prevăzute în acest Program se vor efectua conform normelor constituționale, legilor și reglementărilor în vigoare din cele două țări. În acest cadru, Țările vor asigura condiții favorabile pentru efectuarea acestor schimburi și vizite, în conformitate cu prevederile și obiectivele Acordului de cooperare și schimburi în domeniile culturii, învățămîntului, științei și tehnologiei.

2. Acest Program nu exclude alte schimburi și vizite care vor putea fi stabilite între organizații sau persoane interesate, înțelegându-se că aranjamentele pentru schimburi suplimentare vor fi facilitate prin înțelegeri prealabile pe cale diplomatică sau între organizațiile corespunzătoare.

3. Părțile sînt de acord să țină întâlniri periodice ale reprezentanților lor, pentru a discuta aplicarea acestui Program. Examinarea acestei aplicații se va ține la date și locuri care vor fi convenite pe canale diplomatice.

4. Anul de realizare a Programului va începe la 1 ianuarie și se va termina la 31 decembrie al fiecărui an. Cu toate acestea, în scopul aplicării prevederilor pentru schimbul de absolvenți universitari, cercetători și lectori de la Articolul I (1) a și b, anul de realizare a Programului va începe la 1 septembrie al fiecărui an și se va termina la 31 august al anului următor.

Prin urmare, acest Program rămîne valabil pentru participanții de la Articolul I (1) a și b pînă la 31 august 1986 și, în cazul în care va fi prelungit conform paragrafului 5 de mai jos, pînă la 31 august 1987.

5. Acest Program este valabil de la 1 ianuarie 1984 pînă la 31 decembrie 1985. Dacă Părțile nu au negociat un nou Program, în timp util, prezentul Program va fi prelungit, de comun acord, cu încă un an, pînă la 31 decembrie 1986, cu respectarea prevederilor cuprinse în paragraful 4 sus menționat.

ÎNCHIEIAT LA WASHINGTON, la 23 decembrie 1983, în două exemplare originale, în limbile engleză și română, ambele fiind în mod egal autentice.

PENTRU
GUVERNUL STATELOR UNITE ALE
AMERICII

Charles Z. Wick

PENTRU
GUVERNUL REPUBLICII SOCIALISTE
ROMANIA

Malina

A N E X A

Pentru efectuarea schimburilor și activităților menționate în prezentul Program de cooperare și de schimburi pentru 1984 și 1985 Partile au convenit următoarele condiții:

1. Pentru schimburile în domeniul învățămîntului, Articolul I (1) a și b:

A. Anul universitar are o durată de 9-10 luni.

B. Partea trimițătoare va suporta costul transportului dus-întors al participanților sîi între domiciliu și capitala Partii primitoare.

C. Partea primitoare:

1. va suporta costul transportului intern dus-întors pentru fiecare participant între capitală și locul de studii;

2. va suporta pentru participanții la Articolul I (1) a. costul tuturor călătoriilor incluse în programul de studii acceptat de Partea primitoare, la data la care participantul a fost acceptat;

3. va asigura locuință corespunzătoare, adecvată pentru participanți și membrii de familie care îi însoțesc;

4. va suporta costul taxelor de școlarizare și al altor taxe pentru studii universitare și cercetare pentru fiecare participant;

5. va plăti o alocație anuală pentru cărți pentru participanții din cadrul Articolului I (1) a, în sumă de 350 \$ pentru participanții români și 2000 lei pentru participanții americani, care va fi plătită odată cu plata primei alocații lunare;

6. va suporta costul cheltuielilor medicale sau al spitalizării în caz de îmbolnăvire gravă sau accidente în conformitate cu reglementările și prevederile în vigoare din cele două țări;

7. va plăti participanților următoarele alocații lunare:

a) absolvenți universitari - 3000 lei pentru participanții americani; de la 550 \$ la 750 \$ (în funcție de localitate) pentru participanții români;

b) cercetători cu experiență - 5000 lei pentru participanții americani; de la 1825 \$ la 1975 \$ (în funcție de localitate) pentru participanții români;

c) lectori - 5000 lei pentru participanții americani; de la 1825 \$ la 1975 \$ (în funcție de localitate) pentru participanții români;

d) alocațiile pentru absolvenții universitari și cercetători cu experiență vor fi acordate în conformitate cu categoria în care nominalizarea participanților a fost propusă și acceptată;

e) plata primei alocații va fi făcută conform procedurilor în vigoare în fiecare țară, iar următoarele plăți vor fi făcute la intervale regulate de o lună.

D. În vederea facilitării călătoriei pe teritoriul României a participanților americani și familiilor lor, Ministerul Educației și Învățământului al Republicii Socialiste România va discuta în continuare cu Ministerul Turismului posibilitatea autorizării participanților și membrilor lor de familie să plătească hotelul la nivelul tarifelor pentru autohtoni.

E. Tuturor participanților li se va asigura accesul la sursele documentare corespunzătoare și la materialele academice și științifice necesare îndeplinirii programului de studiu și cercetare, convenit cu Partea primitoare la data la care a fost acceptat, în conformitate cu reglementările în vigoare din fiecare țară.

F. Soțiile și/sau membrii de familie pot însoți sau vizita pe participanți, dar costul călătoriei lor și toate celelalte cheltuieli (cu excepția celor specificate altfel) vor fi în obligația participanților Partii trimitătoare.

G. Partea trimitătoare va înainta formularele de candidatură conținând datele biografice și de studii precum și documentația completă cu privire la activitatea academică propusă, cât mai curând posibil, dar nu mai târziu de sfârșitul lunii februarie pentru următorul an universitar.

H. Partea primitoare își rezervă dreptul de a hotărî acceptarea și repartizarea candidaților și va informa partea trimitătoare asupra deciziei sale cât mai curând posibil, dar nu mai târziu de 30 aprilie. Repartizarea va fi făcută la instituțiile adecvate programului propus de candidații individuali.

II. Părțile au convenit următoarele condiții pentru realizarea vizitelor prevăzute la Articolul I (1) c, I (5), III (2), III (8), IV (3) :

A. Partea trimitătoare va suporta transportul dus-întors între cele două capitale.

Partea primitoare va suporta toate cheltuielile de deplasare internă a participanților, necesare realizării programului aprobat.

B. Pentru vizitele de până la 30 zile, Părțile vor asigura:

- în Statele Unite ale Americii 94 \$ pe zi;
- în România 250 lei pe zi și hotelul sau altă cazare corespunzătoare.

C. Pentru vizitele cuprinse între 30-60 de zile, Părțile vor asigura:

- în Statele Unite ale Americii cel puțin 94 \$ pe zi;
- în România cel puțin 200 lei pe zi și hotelul sau altă cazare corespunzătoare.

D. Partea primitoare va asigura specialiștilor care efectuează vizite de scurtă durată o alocație pentru materiale culturale și documentare în valoare de 200 lei, pentru participanții americani și 110 \$ pentru participanții români.

Pentru specialiștii din domeniul artelor interpretative (teatru, muzică, balet, film, etc.): Partea primitoare va facilita accesul la spectacole, concerte, filme necesare efectuării programului vizitei.

E. Atunci când este necesar Partea primitoare va asigura un interpret însoțitor pentru vizite de scurtă durată de până la 30 zile.

III. Cheltuielile cerute de schimbul de expoziție menționate la Articolul III, paragraful 10 vor fi suportate după cum urmează:

A. Partea trimițătoare va suporta costul transportului internațional al expoziției, asigurarea expoziției, cheltuielile pentru tipărirea catalogului și a fișelor, precum și pregătirea oricărui alt material publicitar în legătură cu tema expoziției. Partea trimițătoare va transmite Părții primitoare un certificat de asigurare din care să reiasă suma și modul de acoperire al asigurării.

B. Partea primitoare va asigura Părții trimițătoare, în mod gratuit, următoarele: amplasamente corespunzătoare, paza pentru expoziție, electricitate, căldură, apă și alte servicii asemănătoare necesare în timpul montării, expunerii, demontării și ambalării expoziției în cooperare cu Partea trimițătoare, va trimite invitații pentru deschiderea expoziției persoanelor oficiale și reprezentanților presei, radio și T.V., publicitate corespunzătoare premergătoare și pe timpul expoziției și un om de legătură pentru sprijinirea rezolvării tuturor aspectelor legate de expoziție.

C. Toate costurile neincluse în paragraful B de mai sus vor fi responsabilitatea Părții trimițătoare. La cererea Părții române, Partea americană este de acord ca cheltuielile, în conformitate cu acest paragraf (C), incluzând costul transportului intern al expoziției americane și alte servicii cerute în mod special de Partea americană, să fie plătite în România de către organizatorul român al expoziției. După prezentarea listei costurilor transportului și a celorlalte costuri pentru serviciile cerute, Partea americană va rambursa Ambasadei Republicii Socialiste România la Washington, D.C. echivalentul în dolari al sumei în lei. Părțile au convenit că intenția acestui aranjament este ca fondurile transmise Ambasadei române să fie folosite pentru acoperirea costurilor interne ale expoziției române programate în Statele Unite.

D. În cazul în care un expert va însoți expoziția în calitate de custode sau director al expoziției, Partea trimițătoare va suporta costul transportului internațional și Partea primitoare va suporta costul transportului intern, cazarea și masa până la 14 zile la fiecare loc de expunere, în conformitate cu prevederile Articolului II.B al acestei anexe, dacă nu se va conveni altfel prin canale diplomatice.

E. Condițiile pentru realizarea altor schimburi de expoziții (documentare și artistice) în conformitate cu Articolul III.10 vor fi stabilite pe cale diplomatică.

F. Partea trimițătoare va suporta toate cheltuielile pentru personalul

suplimentar care va însoți expozițiile în cealaltă țară.

IV. Prevederile financiare pentru spectacolele turneele artistice vor fi stabilite pe linie de impresariat sau pe cale diplomatică.

V. Părțile vor facilita în cel mai scurt timp posibil viza participanților veniți în cadrul Programului de cooperare și schimburi, precum și membrilor de familie care îi însoțesc pe aceștia sau vin mai târziu, în perioada aprobată a șederii participanților în cealaltă țară.

VI. Părțile au convenit că, în cazurile în care între organizații și instituții americane și românești au intervenit alte aranjamente directe, se vor aplica prevederile acestor aranjamente, cu excepția cazurilor în care se va specifica că schimburile vor fi realizate pe baza condițiilor prevăzute în prezentul Program.

VII. Condițiile de aplicare a prezentului Program de cooperare și schimburi pot fi modificate numai cu acordul Părților.

VIII. Prezenta anexă privind condițiile de aplicare a Programului de cooperare și schimburi pe anii 1984 și 1985 face parte integrantă din acest document.

CANADA

Social Security

*Agreement signed at Ottawa March 11, 1981;
And administrative arrangement signed at Washington
May 22, 1981;
Supplementary agreement signed at Ottawa May 10, 1983;
Understanding and administrative arrangement with the
Government of Quebec signed at Quebec March 30, 1983;
Entered into force August 1, 1984.*

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF CANADA
WITH RESPECT TO SOCIAL SECURITY

The Government of the United States of America
and the Government of Canada,

Resolved to co-operate in the field of social
security,

Have decided to conclude an agreement for this
purpose, and,

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

For the purpose of this Agreement:

(1) "Territory" means,

as regards the United States, the States, the District
of Columbia, the Commonwealth of Puerto Rico, the
Virgin Islands, Guam and American Samoa, and

as regards Canada, the territory of Canada;

(2) "National" means,

as regards the United States, a national of the United
States as defined in Section 101, Immigration and
Nationality Act of 1952, as amended,^[1] and as regards
Canada, a citizen of Canada;

(3) "Laws" means,

the laws and regulations specified in Article II;

(4) "Competent Authority" means,

as regards the United States, the Secretary of Health
and Human Services, and

as regards Canada, the Minister or Ministers of the
Crown responsible for the administration of the laws
specified in Article II(1)(b);

¹ 66 Stat. 163; 8 U.S.C. §1101.

(5) "Agency" means,

as regards the United States, the Social Security Administration, and

as regards Canada, for all matters other than those related to contributions: the Department of National Health and Welfare; for matters related to contributions: the Department of National Revenue - Taxation;

(6) "Period of coverage" means,

a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the laws under which such period has been completed, or any similar period insofar as it is recognized by such laws as equivalent to a period of coverage; a period of residence shall not be recognized as a period of coverage;

(7) "Benefit" means,

any benefit provided for in the laws of either Contracting State;

(8) "Stateless person" means,

a person defined as a stateless person in Article 1 of the Convention Relating to the Status of Stateless Persons dated September 28, 1954;^[1]

(9) "Refugee" means,

a person defined as a refugee in Article 1 of the Convention Relating to the Status of Refugees dated July 28, 1951,^[2] and the Protocol to that Convention dated January 31, 1967.^[3]

ARTICLE II

(1) For the purpose of this Agreement, the applicable laws are:

(a) As regards the United States, the laws governing the Federal Old-Age, Survivors and Disability Insurance Program:

(i) Title II of the Social Security Act and regulations pertaining thereto, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,^[4]

and

(ii) Chapter 2 and Chapter 21 of the Internal Revenue Code of 1954 and regulations pertaining to those chapters;^[5]

¹ 360 UNTS 130.

² 189 UNTS 152.

³ TIAS 6577; 19 UST 6225.

⁴ 49 Stat. 622; 42 U.S.C. §402.

⁵ 68A Stat. 353, 415; 26 U.S.C. §1401, §3121.

- (b) As regards Canada:
- (i) the Old Age Security Act and regulations made thereunder,
 - and
 - (ii) the Canada Pension Plan and regulations made thereunder.
- (2) Unless otherwise provided in this Agreement, the applicable laws referred to in paragraph (1) of this Article do not include treaties or other agreements concluded between either Contracting State and a third State and laws or regulations promulgated for their implementation.
- (3) This Agreement shall also apply to future laws amending the laws specified in paragraph (1) of this Article.
- (4) Provincial social security legislation may be dealt with in understandings as specified in Article XX.

ARTICLE III

Unless otherwise provided, this Agreement shall apply to:

- (a) nationals of either Contracting State,
- (b) refugees,
- (c) stateless persons,
- (d) other persons with respect to the rights they derive from a national of either Contracting State, a refugee or a stateless person, and
- (e) nationals of a State other than a Contracting State who are not included among the persons referred to in paragraph (d) of this Article.

ARTICLE IV

- (1) Unless otherwise provided in this Agreement, the persons designated in Article III (a), (b), (c) or (d) who reside in the territory of either Contracting State shall, in the application of the laws of a Contracting State, receive equal treatment, with respect to the payment of benefits, with the nationals of that Contracting State.
- (2) Nationals of a Contracting State who reside outside the territories of both Contracting States shall receive benefits provided by the laws of the other Contracting State under the same conditions which the other Contracting State applies to its own nationals who reside outside the territories of both Contracting States.

- (3) Unless otherwise provided in this Agreement, the laws of a Contracting State under which entitlement to or payment of cash benefits is dependent on residence or presence in the territory of that Contracting State shall not be applicable to the persons designated in Article III who reside in the territory of the other Contracting State.
- (4) As regards the laws of Canada, paragraph (1) of this Article is extended to persons designated in Article III(e).

PART II

PROVISIONS ON COVERAGE

ARTICLE V

- (1) Except as otherwise provided in this Article, an employed person who works in the territory of one of the Contracting States shall, in respect of that work, be subject to the laws of only that Contracting State.
- (2)
 - (a) Where an employed person is covered under the laws of one of the Contracting States in respect of work performed for an employer having a place of business in the territory of that Contracting State and is then required by that employer to work in the territory of the other Contracting State, the person shall be subject to the laws of only the first Contracting State in respect of that work, as if it were performed in the territory of the first Contracting State. The preceding sentence shall apply provided that the period of work in the territory of the other Contracting State does not exceed 60 months.
 - (b) For the purpose of subparagraph (a), where a person is required to work in the territory of the other Contracting State for intermittent periods of short duration, each such period shall be considered a separate period of work.
 - (c) With the prior mutual consent of the Competent Authorities of the Contracting States, subparagraph (a) shall also apply:
 - (i) where the employer does not have a place of business in the territory of the first Contracting State, or
 - (ii) where the period of work in the other Contracting State exceeds or is expected to exceed 60 months.
- (3) This Article shall not apply to the categories of persons mentioned in the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, and of the Vienna Convention on Consular Relations of April 24, 1963,^[1] unless such persons have waived their

¹ TIAS 7502, 6820; 23 UST 3227; 21 UST 77; respectively.

immunities and privileges with respect to the payment of social security contributions.

- (4) (a) Except as provided in subparagraph (b), this Article shall not apply to a person employed in the Government service of one of the Contracting States.
- (b) Where a person employed in the Government service of one of the Contracting States is covered under the laws of both Contracting States in respect of that employment, the following rules shall apply:
 - (i) a person in the Government service of one Contracting State who is sent to work within the territory of the other Contracting State shall be subject to the laws of only the first Contracting State in respect of that service;
 - (ii) a person hired locally to work in the Government service of one Contracting State within the territory of the other Contracting State shall be subject to the laws of only the other Contracting State in respect of that service.
- (c) For the purpose of this paragraph, "Government service" means,
 - (i) as regards the United States, service in the employ of the Government of the United States or any instrumentality thereof;
 - (ii) as regards Canada, service in the employ of the Government of Canada or a Province of Canada or a Canadian municipality.
- (5) Where, but for this Article, a person would be covered under United States laws as well as under the Canada Pension Plan in respect of employment as an officer or member of the crew on a ship or aircraft, that person shall, in respect of that employment, be subject only to the Canada Pension Plan if that person is a resident of Canada, and only to United States laws in any other case.
- (6) Where, but for this Article, a person would be covered under the laws of both Contracting States in respect of earnings from self-employment, that person shall, in respect thereof, be subject only to the laws of Canada if that person is considered to be resident in Canada for the purposes of the relevant provisions of those laws, and only to United States laws in any other case.
- (7) Where, but for this Article, a person would be covered under the laws of both Contracting States in respect of an activity that is considered to be self-employment by one of the Contracting States and employment by the other Contracting State, that activity shall be treated according to the provisions of this Article respecting self-employment if the person is a resident of the

first Contracting State and according to the provisions of this Article respecting employment in any other case.

- (8) Where, by virtue of this Article, a person would be subject to the laws of Canada but coverage is not effected under those laws, the person shall be subject to United States laws.
- (9) The Agreement shall not result in coverage under United States laws if those laws do not provide for the collection of contributions with respect to such coverage. Article V(1) shall apply when Article V(2) is not applicable as a result of the preceding sentence.
- (10) Where a person covered under the laws of a Contracting State in accordance with this Agreement is also covered under the laws of the other Contracting State or a third State in accordance with the provisions of an agreement between a Contracting State and a third State, the Competent Authorities of the two Contracting States may agree to exclude the person from the application of this Agreement.
- (11) The Competent Authorities of the two Contracting States may, by common agreement, make exceptions in the application of this Article in respect of any person or category of persons.
- (12) The application of this Article shall be subject to such rules as the Competent Authorities of the two Contracting States may prescribe through arrangements made pursuant to Article XII (a) of this Agreement.

ARTICLE VI

- (1) Except as otherwise provided in this Article, where a person referred to in Article V(2) is subject to the laws of Canada, or the comprehensive pension plan of a province, during any period of residence in the territory of the United States, that period of residence, in respect of that person, his spouse and dependants who reside with him and who are not employed or self-employed during that period, shall be treated as a period of residence in Canada for the purposes of the Old Age Security Act.
- (2) Any calendar quarter during which a spouse or a dependant of a person referred to in Article V(2) is credited with a period of coverage under United States laws shall not be counted as residence in Canada for the purposes of the Old Age Security Act.
- (3) Except as otherwise provided in this Article, where a person referred to in Article V(2) is subject to United States laws during any period of residence in the territory of Canada, that period, in respect of that person, his spouse and dependants who reside with him and who are not employed or self-employed during that period, shall not be treated as residence in Canada for the purposes of the Old Age Security Act.

- (4) Except as otherwise provided in this Article, periods during which the spouse or dependant referred to in paragraph (3) of this Article is contributing to the Canada Pension Plan or the comprehensive pension plan of a province as a result of employment or self-employment shall be treated as periods of residence in Canada for the purposes of the Old Age Security Act.
- (5) Except as otherwise provided in this Article, any person who resides in the United States, is employed in Canada and is subject to the Canada Pension Plan or the comprehensive pension plan of a province shall be credited with one year of residence under the Old Age Security Act for each year of contributions under the Canada Pension Plan or the comprehensive pension plan of a province.
- (6) If a person referred to in paragraph (4) or (5) of this Article performs services which are covered as employment or self-employment under United States laws and simultaneously performs other services which are covered as employment or self-employment under the Canada Pension Plan or a comprehensive pension plan of a province, that period of employment or self-employment shall not be treated as a period of residence for the purposes of the Old Age Security Act.

PART III

PROVISIONS ON BENEFITS

Chapter 1

PROVISIONS APPLICABLE TO THE UNITED STATES

ARTICLE VII

- (1) Where a person has completed at least six quarters of coverage under United States laws, but does not have sufficient quarters of coverage to satisfy the requirements for entitlement to benefits under United States laws, periods of coverage completed under the Canada Pension Plan shall be taken into account to the extent they do not coincide with calendar quarters already credited as quarters of coverage under United States laws.
- (2) In determining eligibility for benefits under paragraph (1) of this Article, the agency of the United States shall credit four quarters of coverage for every year of contributions under the Canada Pension Plan certified as creditable by the agency of Canada; however, no quarter of coverage shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed four.
- (3) Where entitlement to a benefit under United States laws is established according to the provisions of paragraph (1) of this Article, a pro rata primary insurance amount shall be computed based on the ratio of the

total periods of coverage completed under United States laws to the total periods of coverage completed under the laws of the two Contracting States. Benefits payable under United States laws on the basis of an earnings record where a pro rata primary insurance amount has been computed shall be paid on the basis of that pro rata primary insurance amount.^{1]}

- (4) Entitlement to a benefit from the United States which results from paragraph (1) of this Article shall terminate with the acquisition of sufficient periods of coverage under United States laws to establish entitlement to an equal or higher benefit without the need to invoke the provisions of paragraph (1) of this Article.

Chapter 2

PROVISIONS APPLICABLE TO CANADA

ARTICLE VIII

- (1) In this Article, "pension" means a monthly pension under Part I of the Old Age Security Act.
- (2) (a) If a person is entitled to a pension under paragraph 3(1)(a) or (b) of the Act, the totalization provisions of subparagraphs (3)(a) and (b) of this Article may be used, if necessary, to accumulate the required 20 years of residence in Canada for payment of a pension in the United States. Only a partial pension calculated in accordance with the Act may be paid.
- (b) If a person is entitled to a partial pension under subsection 3(1.1) of the Act, that pension may be paid in the United States if the periods totalized according to subparagraphs (3)(a) and (b) of this Article equal not less than 20 years.
- (3) (a) If a person is not entitled to a pension under the Old Age Security Act because of insufficient periods of residence, entitlement to a pension may be determined by totalizing periods of residence in Canada on or after January 1, 1952 and after the attainment of age 18, and periods of coverage under United States laws as specified in subparagraph (3)(b) of this Article, but where the periods coincide, only one period shall be counted.
- (b) For the purposes of establishing entitlement to a pension by means of totalization, a quarter of coverage under United States laws on or after January 1, 1952 and after the attainment of age 18, shall be counted as three months of residence in Canada.
- (c) The agency of Canada shall calculate the amount of the pro-rated pension at the rate of 1/40th of the full pension for each year of residence in Canada which is recognized as such in subparagraph (3)(a) of this Article or deemed as such under Article VI of this Agreement.

¹ For amendment of Art. VII(3), see Supplementary Agreement of May 10, 1983, *infra*.

- (4) If the total duration of the periods of residence completed in Canada in accordance with subparagraph (3)(a) of this Article or Article VI of this Agreement is less than one year, the agency of Canada shall not pay a pension in respect of those periods.

ARTICLE IX

- (1) In this Article, "spouse's allowance" means a partial spouse's allowance under Part II.1 of the Old Age Security Act.
- (2) If a person is not entitled to a spouse's allowance under the Act because of insufficient periods of residence, entitlement to a spouse's allowance may be determined by totalizing periods of residence in accordance with subparagraph (3)(a) of Article VIII and periods of coverage under United States laws in accordance with subparagraph (3)(b) of Article VIII, but where the periods coincide, only one period shall be counted.

ARTICLE X

Article IV of this Agreement does not affect the provisions of the Old Age Security Act governing the payment of the guaranteed income supplement and the spouse's allowance to persons not resident in Canada.

ARTICLE XI

- (1) In this Article, "benefit" means,
 - (a) an orphan's benefit or a disabled contributor's child's benefit,
 - (b) a death benefit,
 - (c) a disability pension, or
 - (d) a survivor's pensionpayable under the Canada Pension Plan.
- (2) If a person is not entitled to a benefit because of insufficient periods of coverage under the Canada Pension Plan, entitlement to the benefit may be determined by totalizing periods of coverage under the laws of both Contracting States in accordance with paragraph (3) of this Article, to the extent that they do not coincide.
- (3) (a) Subject to the provisions governing the contributory period under the Canada Pension Plan, to establish entitlement to a benefit by means of totalization, a year in which at least one quarter

of coverage is credited under United States laws shall be deemed to be a year in which contributions were made under the Canada Pension Plan.

- (b) The agency of Canada shall calculate the earnings-related portion of the benefit directly and exclusively on the basis of the periods of coverage completed under the Canada Pension Plan.
- (c) The amount of the flat-rate benefit under the Canada Pension Plan is the amount obtained by multiplying:
 - (i) the amount of the flat-rate benefit determined under the provisions of the Canada Pension Plan;

by
 - (ii) the ratio that the periods of coverage under the Canada Pension Plan represent in relation to the total of the periods of coverage under the Canada Pension Plan and of only those periods of coverage under United States laws required to satisfy the minimum requirements for entitlement under the Canada Pension Plan.

PART IV

MISCELLANEOUS PROVISIONS

ARTICLE XII

The Competent Authorities of the two Contracting States shall:

- (a) Conclude an Administrative Arrangement and make such other arrangements as may be necessary for the application of this Agreement;
- (b) Communicate to each other information concerning the measures taken for the application of this Agreement; and
- (c) Communicate to each other, as soon as possible, information concerning all changes in their respective laws which may affect the application of this Agreement.

ARTICLE XIII

The Competent Authorities and agencies of the Contracting States, within the scope of their respective authorities, shall assist each other in implementing this Agreement.

ARTICLE XIV

- (1) Where the laws of a Contracting State provide that any document which is submitted to the Competent Authority or an agency of that Contracting State shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to documents which are submitted to the Competent Authority or an agency of the other Contracting State in accordance with its laws.
- (2) Copies of documents which are certified as true and exact copies by the agency of one Contracting State shall be accepted as true and exact copies by the agency of the other Contracting State, without further certification. The agency of each Contracting State shall be the final judge of the probative value of the evidence submitted to it from whatever source.

ARTICLE XV

- (1) The Competent Authorities and agencies of the Contracting States may correspond directly with each other and with any person wherever the person may reside whenever it is necessary for the administration of this Agreement. The correspondence may be in the official languages of either Contracting State.
- (2) No application or document may be rejected by a Competent Authority or an agency solely on the grounds that it is written in an official language of the other Contracting State.

ARTICLE XVI

- (1) A written application for benefits filed with an agency of one Contracting State shall protect the rights of the claimants under the laws of the other Contracting State if the applicant: (a) requests that it be considered an application under the laws of the other Contracting State; or (b) in the absence of a request that it not be so considered, provides information at the time of application indicating that the person on whose record benefits are claimed has completed periods of coverage under the laws of the other Contracting State.
- (2) An application for benefits under the laws of one Contracting State which is filed with the agency of the other Contracting State in accordance with paragraph (1) of this Article, shall be adjudicated by the agency of the first Contracting State under the applicable provisions of its laws.
- (3) An applicant may request that an application filed with an agency of one Contracting State be effective on a different date in the other Contracting State within the limitations of and in conformity with the laws of the other Contracting State.

- (4) The provisions of Part III of this Agreement shall apply only to an application for benefits which is filed on or after the date this Agreement enters into force.

ARTICLE XVII

- (1) A written appeal of a determination made by the agency of one Contracting State may be validly filed with an agency of either Contracting State. The appeal shall be dealt with according to the appeal procedure of the laws of the Contracting State whose decision is being appealed.
- (2) Any claim, notice or written appeal which, under the laws of one Contracting State, must have been filed within a prescribed period with the agency of that Contracting State, but which is instead filed within the same prescribed period with the agency of the other Contracting State, shall be considered to be filed on time and shall be forthwith transmitted to the agency of the first Contracting State.

ARTICLE XVIII

Unless disclosure is required under the national statutes of a Contracting State, information about an individual which is transmitted in accordance with the Agreement to that Contracting State by the other Contracting State is confidential and shall be used exclusively for the purposes of implementing this Agreement. Such information received by a Contracting State shall be governed by the national statutes of that Contracting State for the protection of privacy and confidentiality of personal data.

PART V

TRANSITIONAL AND FINAL PROVISIONS

ARTICLE XIX

- (1) No provision of this Agreement shall confer any right
 - (a) to receive a pension, allowance or benefit for a period before the date of the entry into force of the Agreement, or
 - (b) to receive a lump-sum death benefit if the person died before the entry into force of the Agreement.
- (2) In the implementation of this Agreement, consideration shall also be given to periods of coverage and other events relevant to rights under the laws occurring before the entry into force of this Agreement, except that neither Contracting State shall take into account periods of coverage occurring prior to the effective date of its laws.

- (3) Determinations made before the entry into force of this Agreement shall not affect rights arising under it.
- (4) This Agreement shall not result in the reduction of benefit amounts because of its entry into force.
- (5) The period of work referred to in the last sentence of Article V(2)(a) shall be measured beginning on or after the date on which this Agreement enters into force.

ARTICLE XX

The Competent Authority of the United States and the authorities of the provinces of Canada may conclude understandings concerning any social security legislation within the provincial jurisdiction insofar as those understandings are not inconsistent with the provisions of this Agreement.

ARTICLE XXI

- (1) This Agreement shall remain in force and effect until the expiration of one calendar year following the year in which written notice of its denunciation is given by one of the Contracting States to the other Contracting State.
- (2) If this Agreement is terminated by denunciation, rights regarding entitlement to or payment of benefits acquired under it shall be retained; the Contracting States shall make arrangements dealing with rights in the process of being acquired.

ARTICLE XXII

This Agreement shall enter into force on the first day of the second month following the month in which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Agreement.^[1]

¹ Aug. 1, 1984.

ACCORD ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE
ET LE GOUVERNEMENT DU CANADA
EN MATIÈRE DE SÉCURITÉ SOCIALE

Le Gouvernement des États-Unis d'Amérique et le
Gouvernement du Canada,

Résolus à coopérer dans le domaine de la sécurité
sociale,

Ont décidé de conclure un Accord à cette fin, et

Sont convenus des dispositions suivantes:

TITRE I - DISPOSITIONS GÉNÉRALES

ARTICLE I

Aux fins du présent Accord:

- 1) "Territoire" désigne,

pour les États-Unis, les États, le district de
Columbia, le commonwealth de Porto Rico, les îles
Vierges, Guam et les Samoa américaines, et

pour le Canada, le territoire du Canada;

- 2) "Ressortissant" désigne,

pour les États-Unis, un ressortissant des États-Unis
tel que défini par l'article 101 de la Loi de 1952 sur
l'immigration et la nationalité, sous sa forme
modifiée, et pour le Canada, un citoyen du Canada;

- 3) "Lois" désigne,

les lois et règlements nommés à l'article II;

- 4) "autorité compétente" désigne,

pour les États-Unis, le Secrétaire de la Santé et des
Services aux humains, et

pour le Canada, le ministre ou les ministres de la
Couronne chargés de l'administration des lois nommées à
l'article II 1) b);

- 5) "Organisme" désigne,

pour les États-Unis, l'Administration de la sécurité
sociale, et pour le Canada, pour toutes questions
autres que celles visant les cotisations: le ministère
de la Santé nationale et du Bien-être social; pour les
questions visant les cotisations: le ministère du
Revenu national - Impôt;

6) "Période de couverture" désigne,

une période de paiement de cotisations ou une période de gains provenant d'un emploi ou d'un travail autonome, telle que définie ou reconnue par les lois en vertu desquelles la période en question a été accomplie, ou toute autre période analogue dans la mesure où elle est reconnue aux termes de ces lois comme équivalant à une période de couverture; une période de résidence n'est pas reconnue comme période de couverture;

7) "Prestation" désigne,

toute prestation prévue par les lois de l'un ou de l'autre État contractant;

8) "Apatride" désigne,

une personne répondant à la définition de ce terme énoncée à l'article 1 de la Convention relative au statut des apatrides, datée du 28 septembre 1954;

9) "Réfugié" désigne,

une personne répondant à la définition de ce terme énoncée à l'article 1 de la Convention relative au statut des réfugiés, datée du 28 juillet 1951 et dans le protocole de cette Convention daté du 31 janvier 1967.

ARTICLE II

1) Aux fins du présent Accord, les lois applicables sont les suivantes:

a) Pour les États-Unis, les lois régissant le Programme fédéral d'assurance à l'intention des personnes âgées, des survivants et des invalides:

- i) Titre II de la Loi sur la sécurité sociale et des règlements d'application, à l'exception des articles 226, 226A et 228 de ce titre ainsi que des dispositions, dans les règlements, se rattachant à ces articles,

et

- ii) le chapitre 2 et le chapitre 21 du Code de revenu interne de 1954 et les règlements se rattachant à ces chapitres;

b) Pour le Canada:

- i) la Loi sur la sécurité de la vieillesse et les règlements d'application,

et

- ii) le Régime de pensions du Canada et les règlements d'application.

- 2) Sauf disposition contraire du présent Accord, les lois applicables, mentionnées au paragraphe 1) de cet article, ne comprennent pas les traités ou autres accords conclus entre un des États contractants et un État tiers ni les lois ou règlements d'application desdits traités ou accords.
- 3) Le présent Accord s'appliquera également aux lois futures modifiant les lois mentionnées au paragraphe 1) de cet article.
- 4) Les législations provinciales de sécurité sociale pourront faire l'objet d'ententes conformément à l'article XX.

ARTICLE III

Sauf disposition contraire, le présent Accord s'applique:

- a) aux ressortissants de l'un ou l'autre État contractant,
- b) aux réfugiés,
- c) aux apatrides,
- d) à d'autres personnes relativement aux droits qui leur proviennent d'un ressortissant de l'un ou l'autre État contractant, d'un réfugié ou d'un apatride, et
- e) aux ressortissants d'un État autre qu'un État contractant, qui ne sont pas compris parmi les personnes mentionnées au paragraphe d) du présent article.

ARTICLE IV

- 1) Sauf disposition contraire du présent Accord, les personnes désignées à l'article III a), b), c) ou d) qui résident dans le territoire de l'un ou de l'autre État contractant seront traitées, pour ce qui est de l'application des lois d'un État contractant, par rapport au versement des prestations, de la même façon que les ressortissants dudit État contractant.
- 2) Les ressortissants d'un État contractant qui résident à l'extérieur des territoires des deux États contractants, toucheront les prestations prévues par les lois de l'autre État contractant dans les mêmes conditions qu'il applique à ses propres ressortissants demeurant à l'extérieur des territoires des deux États contractants.
- 3) Sauf disposition contraire du présent Accord, les lois d'un État contractant, en vertu desquelles le droit à des prestations en espèces ou leur versement est assujéti à des conditions de résidence ou de présence dans

le territoire de cet État contractant, ne seront pas applicables aux personnes désignées à l'article III qui résident dans le territoire de l'autre État contractant.

- 4) Pour ce qui est des lois du Canada, le paragraphe 1) du présent article est applicable aux personnes désignées à l'article III e).

TITRE II - DISPOSITIONS TOUCHANT LA COUVERTURE

ARTICLE V

- 1) Sauf disposition contraire du présent article, le salarié qui travaille dans le territoire de l'un des États contractants sera assujéti, en ce qui a trait à ce travail, aux seules lois dudit État contractant.
- 2) a) Lorsqu'un salarié est assujéti aux lois de l'un des États contractants relativement à un travail accompli pour un employeur ayant un lieu d'affaires dans le territoire de cet État contractant, et est ensuite tenu par cet employeur de travailler dans le territoire de l'autre État contractant, ledit salarié est assujéti aux seules lois du premier État contractant en ce qui a trait à ce travail, tout comme si ce dernier était exécuté dans le territoire du premier État contractant. La phrase précédente s'applique à condition que la période de travail dans le territoire de l'autre État contractant ne dépasse pas 60 mois.
- b) Aux fins de l'alinéa a) ci-dessus, lorsqu'une personne est tenue de travailler dans le territoire de l'autre État contractant pendant des périodes intermittentes de brève durée, chacune de ces périodes sera considérée comme une période distincte de travail.
- c) Sous réserve de l'approbation préalable des autorités compétentes des deux États contractants, les dispositions de l'alinéa a) ci-dessus s'appliquent également:
- i) lorsqu'un employeur n'a pas de lieu d'affaires dans le territoire du premier État contractant, ou
- ii) lorsque la période de travail dans l'autre État contractant dépasse 60 mois ou lorsqu'il est prévu qu'elle dépassera cette durée.
- 3) Le présent article ne s'applique pas aux catégories de personnes mentionnées dans les dispositions de la Convention de Vienne sur les relations diplomatiques, datée du 18 avril 1961 et de la Convention de Vienne sur les relations consulaires, datée du 24 avril 1963, à moins que lesdites personnes n'aient renoncé à leur immunité et privilèges relativement au paiement de cotisations de sécurité sociale.

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- 4) a) Exception faite des dispositions prévues à l'alinéa b), le présent article ne s'applique pas à une personne au service du gouvernement de l'un des États contractants.
- b) Lorsqu'une personne au service du gouvernement de l'un des États contractants est assujettie aux lois des deux États contractants en ce qui a trait à cet emploi, les règles suivantes s'appliquent:
- i) toute personne qui est au service du gouvernement d'un État contractant et qui est affectée à un travail à l'intérieur du territoire de l'autre État contractant, est assujettie aux seules lois du premier État contractant en ce qui a trait à ce service;
 - ii) toute personne embauchée localement pour travailler au service du gouvernement d'un État contractant à l'intérieur du territoire de l'autre État contractant, est assujettie aux seules lois de l'autre État contractant en ce qui a trait à ce service.
- c) Aux fins du présent paragraphe, l'expression "au service du gouvernement" désigne,
- i) pour les États-Unis, le service à l'emploi du Gouvernement des États-Unis ou de tout organisme s'y rattachant;
 - ii) pour le Canada, le service à l'emploi du Gouvernement du Canada, d'une province du Canada ou d'une municipalité canadienne.
- 5) Lorsque, à défaut de cet article, une personne serait assujettie aux lois des États-Unis aussi bien qu'au Régime de pensions du Canada relativement à un emploi à titre d'officier ou membre de l'équipage d'un navire ou d'un aéronef, ladite personne sera assujettie, en ce qui a trait à cet emploi, uniquement au Régime de pensions du Canada si elle est résidente du Canada, et uniquement aux lois des États-Unis dans tout autre cas.
- 6) Lorsque, à défaut de cet article, une personne serait assujettie aux lois des deux États contractants en ce qui a trait aux gains provenant d'un travail autonome, ladite personne sera assujettie, en ce qui a trait audit travail, uniquement aux lois du Canada si elle est considérée comme résidant au Canada aux fins des dispositions pertinentes de ces lois, et uniquement aux lois des États-Unis dans tout autre cas.
- 7) Lorsque, à défaut de cet article, une personne serait assujettie aux lois des deux États contractants par rapport à une activité considérée comme emploi autonome par l'un des États contractants et comme emploi par l'autre État contractant, ladite activité est sujette aux dispositions du présent article concernant un emploi autonome si la personne est une résidente du premier État contractant et, dans tout autre cas, elle est sujette aux dispositions du présent article concernant un emploi.

- 8) Lorsque, en vertu du présent article, une personne serait assujettie aux lois du Canada mais que l'assujettissement n'est pas possible aux termes de ces lois, ladite personne sera assujettie aux lois des États-Unis.
- 9) Le présent Accord ne donnera pas lieu à l'assujettissement aux lois des États-Unis lorsque celles-ci ne prévoient pas la perception de cotisations relativement audit assujettissement. L'article V 1) s'appliquera lorsque l'article V 2) n'est pas applicable en raison de la phrase précédente.
- 10) Lorsqu'une personne est assujettie aux lois d'un État contractant conformément au présent Accord et est également assujettie aux lois de l'autre État contractant ou à celles d'un État tiers conformément aux dispositions d'un accord conclu entre un des États contractants et un État tiers, les autorités compétentes des deux États contractants peuvent convenir d'exclure ladite personne du champ d'application du présent Accord.
- 11) Les autorités compétentes des deux États contractants peuvent, d'un commun accord, déroger à l'application du présent article à l'égard de toute personne ou de toute catégorie de personnes.
- 12) L'application du présent article est sujette aux règles pouvant être prescrites par les autorités compétentes des deux États contractants, en vertu des dispositions de l'article XII a) du présent Accord.

ARTICLE VI

- 1) Sauf disposition contraire du présent article, lorsqu'une personne mentionnée à l'article V 2) est assujettie aux lois du Canada ou au régime général de pensions d'une province pendant une période quelconque de résidence sur le territoire des États-Unis, ladite période de résidence sera considérée - relativement à cette personne, à son conjoint et aux personnes à sa charge qui demeurent avec elle et qui ne sont ni salariés ni travailleurs autonomes au cours de cette période - comme une période de résidence au Canada aux fins de la Loi sur la sécurité de la vieillesse.
- 2) Aucun trimestre du calendrier au cours duquel un conjoint, ou une personne à charge d'une personne mentionnée à l'article V 2), est crédité d'une période de couverture en vertu des lois des États-Unis, ne sera compté comme période de résidence au Canada aux fins de la Loi sur la sécurité de la vieillesse.
- 3) Sauf disposition contraire du présent article, lorsqu'une personne mentionnée à l'article V 2) est assujettie aux lois des États-Unis au cours d'une période quelconque de résidence sur le territoire du Canada, ladite période - en ce qui a trait à cette personne, à son conjoint et aux personnes à sa charge qui demeurent avec elle et qui ne sont ni salariés ni

travailleurs autonomes au cours de cette période - ne sera pas considérée comme période de résidence au Canada aux fins de la Loi sur la sécurité de la vieillesse.

- 4) Sauf disposition contraire du présent article, toute période au cours de laquelle le conjoint ou les personnes à charge mentionnés au paragraphe 3) du présent article cotisent au Régime de pensions du Canada ou au régime général de pensions d'une province en raison d'un emploi ou d'un travail autonome, sera considérée comme une période de résidence au Canada aux fins de la Loi sur la sécurité de la vieillesse.
- 5) Sauf disposition contraire du présent article, toute personne qui réside aux États-Unis, est employée au Canada et est assujettie au Régime de pensions du Canada ou au régime général de pensions d'une province, doit être créditée d'un an de résidence, aux termes de la Loi sur la sécurité de la vieillesse, pour chaque année de cotisation au titre du Régime de pensions du Canada ou du régime général de pensions d'une province.
- 6) Dans le cas d'une personne mentionnée au paragraphe 4) ou 5) du présent article, qui exerce une activité reconnue comme emploi ou travail autonome aux termes des lois des États-Unis, et qui exerce simultanément d'autres activités reconnues comme emploi ou travail autonome aux termes du Régime de pensions du Canada ou du régime général de pensions d'une province, la période d'emploi ou de travail autonome en question ne sera pas considérée comme période de résidence aux fins de la Loi sur la sécurité de la vieillesse.

TITRE III - DISPOSITIONS RELATIVES AUX PRESTATIONS

Chapitre 1

DISPOSITIONS APPLICABLES AUX ÉTATS-UNIS

ARTICLE VII

- 1) Lorsqu'une personne a accompli au moins six trimestres de couverture en vertu des lois des États-Unis, mais ne justifie pas d'un nombre suffisant de trimestres de couverture pour avoir droit aux prestations prévues par les lois des États-Unis, il sera tenu compte des périodes de couverture accomplies sous le Régime de pensions du Canada dans la mesure où celles-ci ne coïncident pas avec des trimestres du calendrier déjà crédités en tant que trimestres de couverture aux termes des lois des États-Unis.
- 2) Lorsqu'il s'agit de déterminer l'admissibilité aux prestations en vertu du paragraphe 1) du présent article, l'organisme des États-Unis créditera quatre trimestres de couverture pour chaque année de cotisation au Régime de pensions du Canada qui sera certifiée comme telle par l'organisme du Canada; aucun trimestre de couverture ne sera toutefois crédité lorsqu'un trimestre de calendrier a déjà été crédité à

titre de trimestre de couverture aux termes des lois des États-Unis. Pas plus de quatre trimestres de couverture ne peuvent être crédités pour un an.

- 3) Lorsque l'admissibilité à une prestation aux termes des lois des États-Unis a été établie conformément aux dispositions du paragraphe 1) du présent article, il sera calculé un montant d'assurance primaire proportionnel, lequel sera fondé sur la fraction représentée par l'ensemble des périodes de couverture accomplies aux termes des lois des États-Unis par rapport à l'ensemble des périodes de couverture accomplies aux termes des lois des deux États contractants. Les prestations payables aux termes des lois des États-Unis en fonction d'un registre de gains où un montant proportionnel d'assurance primaire a été calculé, seront versées conformément audit montant proportionnel d'assurance primaire.
- 4) Le droit à une prestation des États-Unis, découlant du paragraphe 1) du présent article, sera annulé dès l'acquisition d'un nombre suffisant de périodes de couverture en vertu des lois des États-Unis, permettant d'établir le droit à une prestation égale ou supérieure sans qu'il ne soit nécessaire d'invoquer les dispositions dudit paragraphe 1) du présent article.

Chapitre 2

DISPOSITIONS APPLICABLES AU CANADA

ARTICLE VIII

- 1) Dans le présent article, le terme "pension" désigne une pension mensuelle aux termes de la Partie I de la Loi sur la sécurité de la vieillesse.
- 2)
 - a) Lorsqu'une personne est admissible à une pension aux termes de l'alinéa 3 1) a) ou b) de la Loi, les dispositions des alinéas 3) a) et b) du présent article touchant la totalisation peuvent être utilisées, au besoin, dans le but d'accumuler les 20 années de résidence requises au Canada pour le paiement d'une pension aux États-Unis. Une pension partielle seulement, calculée conformément à la Loi, sera versée.
 - b) Lorsqu'une personne est admissible à une pension partielle aux termes du paragraphe 3 (1.1) de la Loi, ladite pension peut être versée aux États-Unis à condition que les périodes totalisées conformément aux alinéas 3) a) et b) du présent article, correspondent au moins à 20 ans.
- 3)
 - a) Lorsqu'une personne n'est pas admissible à une pension en vertu de la Loi sur la sécurité de la vieillesse, faute de périodes de résidence suffisantes, le droit à une pension peut être déterminé en totalisant les périodes de résidence au Canada depuis le 1^{er} janvier 1952 ou après cette date et après que la personne a atteint l'âge de 18 ans,

avec les périodes de couverture, telles que spécifiées à l'alinéa 3) b) du présent article, accomplies en vertu des lois des États-Unis, à condition toutefois qu'une seule période soit comptée lorsque les périodes coïncident.

- 3) b) Pour établir le droit à une pension par voie de totalisation, un trimestre de couverture en vertu des lois des États-Unis depuis le 1^{er} janvier 1952 ou après cette date et après qu'une personne a atteint l'âge de 18 ans, sera compté comme trois mois de résidence au Canada.
- c) L'organisme du Canada calculera le montant de la pension proportionnelle à raison de 1/40 de la pension complète pour chaque année de résidence au Canada reconnue comme telle à l'alinéa 3) a) du présent article ou considérée comme telle aux termes de l'article VI du présent Accord.
- 4) Si la durée totale des périodes de résidence accomplies au Canada, conformément à l'alinéa 3) a) du présent article ou à l'article VI du présent Accord, ne correspond pas à au moins une année, l'organisme du Canada ne versera aucune pension relativement à ces périodes.

ARTICLE IX

- 1) Aux termes du présent article, l'expression "allocation au conjoint" désigne une allocation au conjoint partielle au titre de la Partie II.1 de la Loi sur la sécurité de la vieillesse.
- 2) Lorsqu'une personne n'est pas admissible à une allocation au conjoint en vertu de la Loi, faute de périodes de résidence suffisantes, le droit à une allocation au conjoint peut être déterminé en totalisant des périodes de résidence, conformément à l'alinéa 3) a) de l'article VIII, avec des périodes de couverture aux termes des lois des États-Unis, conformément à l'alinéa 3) b) de l'article VIII, à condition toutefois qu'une seule période soit comptée lorsque les périodes coïncident.

ARTICLE X

L'article IV du présent Accord ne touche pas les dispositions de la Loi sur la sécurité de la vieillesse qui régissent le paiement du supplément de revenu garanti et de l'allocation au conjoint aux personnes ne résidant pas au Canada.

ARTICLE XI

- 1) Aux fins du présent article, le terme "prestation" désigne,

- a) une prestation d'orphelin ou une prestation d'enfant de cotisant invalide,
- b) une prestation de décès,
- c) une pension d'invalidité, ou
- d) une pension de survivant

payables aux termes du Régime de pensions du Canada.

- 2) Lorsqu'une personne n'est pas admissible à une prestation, faute de périodes suffisantes de couverture sous le Régime de pensions du Canada, le droit à ladite prestation peut être déterminé en totalisant des périodes de couverture accomplies sous les lois des deux États contractants conformément au paragraphe 3) du présent article, dans la mesure où ces périodes ne coïncident pas.
- 3)
 - a) Sous réserve des dispositions régissant la période cotisable sous le Régime de pensions du Canada, pour établir le droit à une prestation par voie de totalisation, une année dans laquelle au moins un trimestre de couverture est crédité aux termes des lois des États-Unis, sera considérée comme une année de cotisations au Régime de pensions du Canada.
 - b) L'organisme du Canada calculera la prestation reliée aux gains, directement et exclusivement en fonction des périodes de couverture accomplies sous le Régime de pensions du Canada.
 - c) Le montant de la prestation à taux uniforme sous le Régime de pensions du Canada est un montant égal au produit obtenu en multipliant:
 - i) le montant de la prestation à taux uniforme déterminé selon les dispositions du Régime de pensions du Canada
 - par
 - ii) la proportion que les périodes de cotisation au Régime de pensions du Canada représentent par rapport au total des périodes de cotisation au Régime de pensions du Canada et des seules périodes créditées sous la législation des États-Unis requises pour satisfaire aux exigences minimales d'ouverture du droit sous le Régime de pensions du Canada.

TITRE IV - DISPOSITIONS DIVERSES

ARTICLE XII

Les autorités compétentes des deux États contractants:

- a) concluront un Arrangement administratif et conviendront de toutes dispositions utiles en vue de l'application du présent Accord;
- b) se communiqueront toute information touchant les mesures prises en vue de l'application du présent Accord; et
- c) se communiqueront, dès que possible, tout renseignement sur les modifications apportées à leurs lois respectives qui peuvent avoir une incidence sur l'application du présent Accord.

ARTICLE XIII

Les autorités compétentes et les organismes des États contractants, dans la limite de leurs compétences respectives, s'aideront mutuellement dans la mise en application du présent Accord.

ARTICLE XIV

- 1) Lorsque les lois d'un État contractant prévoient que tout document, soumis à l'autorité compétente ou à un organisme de ce même État contractant, est exempt, en tout ou en partie, de droits ou de frais, y compris les frais consulaires et administratifs, l'exemption en question s'appliquera également aux documents soumis à l'autorité compétente ou à un organisme de l'autre État contractant, conformément aux lois de ce dernier État.
- 2) Toute copie de document authentifiée par l'organisme d'un État contractant, sera acceptée par l'organisme de l'autre État contractant, sans autre certification. L'organisme de chaque État contractant jugera, en dernier ressort, de la valeur probante de toute preuve qui lui est soumise.

ARTICLE XV

- 1) Lorsque l'administration du présent Accord le nécessite, les autorités compétentes et organismes des États contractants peuvent correspondre directement entre eux de même qu'avec toute personne, peu importe son lieu de résidence. La correspondance peut se faire dans les langues officielles de l'un ou l'autre État contractant.

- 2) Une demande ou un document ne peut être rejeté par une autorité compétente ou un organisme pour la seule raison qu'il est écrit dans une langue officielle de l'autre État contractant.

ARTICLE XVI

- 1) Une demande de prestation écrite, soumise à l'organisme d'un État contractant, protégera les droits des requérants aux termes des lois de l'autre État contractant lorsque le requérant: a) demande qu'elle soit considérée comme une demande aux termes des lois de l'autre État contractant; ou b) à défaut d'une demande qu'elle ne soit pas ainsi considérée, fournit, au moment de la demande, des données indiquant que la personne, dont les dossiers font l'objet de la demande de prestation, a accompli des périodes de couverture aux termes des lois de l'autre État contractant.
- 2) Une demande de prestation en vertu des lois d'un État contractant, soumise à l'organisme de l'autre État contractant conformément au paragraphe 1) du présent article, sera instruite par l'organisme du premier État contractant en vertu des dispositions applicables de ses lois.
- 3) Un requérant peut demander qu'une demande soumise auprès d'un organisme d'un État contractant, prenne effet à une date différente dans l'autre État contractant, sous réserve des limites prévues par les lois de l'autre État contractant, et en conformité avec celles-ci.
- 4) Les dispositions du Titre III du présent Accord ne s'appliqueront qu'à une demande de prestation présentée le ou après le jour d'entrée en vigueur dudit Accord.

ARTICLE XVII

- 1) Un appel écrit d'une décision prise par l'organisme d'un État contractant, peut être valablement présenté à un organisme de l'un ou de l'autre État contractant. Il sera donné suite audit appel conformément à la procédure d'appel prévue par les lois de l'État contractant dont la décision est contestée.
- 2) Toute demande, avis ou appel écrit qui, aux termes des lois d'un État contractant, aurait dû être présenté dans un délai prescrit auprès de l'organisme dudit État contractant, mais qui est présenté dans le même délai prescrit auprès de l'organisme de l'autre État contractant, sera considéré comme ayant été présenté dans le délai prescrit et sera immédiatement transmis à l'organisme du premier État contractant.

ARTICLE XVIII

A moins que sa divulgation ne soit exigée aux termes de la législation nationale d'un État contractant, tout renseignement sur une personne, transmis conformément au présent Accord, audit État contractant par l'autre État contractant, est confidentiel et sera utilisé exclusivement aux fins de l'application du présent Accord. Un tel renseignement, reçu par un État contractant sera sujet à la législation nationale dudit État contractant pour ce qui est de la préservation du caractère confidentiel des données personnelles.

TITRE V - DISPOSITIONS TRANSITOIRES ET FINALES

ARTICLE XIX

- 1) Aucune disposition du présent Accord ne confère le droit,
 - a) de toucher une pension, une allocation ou des prestations pour une période antérieure à la date d'entrée en vigueur du présent Accord, ou
 - b) de toucher une prestation forfaitaire de décès si la personne est décédée avant l'entrée en vigueur du présent Accord.
- 2) Dans l'application du présent Accord, les périodes de couverture et autres événements qui se rapportent aux droits en vertu des lois et qui sont survenus avant l'entrée en vigueur du présent Accord, seront également pris en considération, sauf que ni l'un ni l'autre État contractant ne tiendra compte de périodes de couverture accomplies avant l'entrée en vigueur de ses lois.
- 3) Aucune décision prise avant l'entrée en vigueur du présent Accord ne touchera les droits découlant dudit Accord.
- 4) L'entrée en vigueur du présent Accord ne résultera en aucune réduction du montant des prestations.
- 5) La période de travail mentionnée dans la dernière phrase de l'article V 2) a) sera comptée à partir de la date d'entrée en vigueur du présent Accord ou après cette date.

ARTICLE XX

L'autorité compétente des États-Unis et les autorités des provinces du Canada pourront conclure des ententes portant sur toute législation de sécurité sociale relevant de la compétence provinciale, pour autant que ces ententes ne soient pas contraires aux dispositions du présent Accord.

ARTICLE XXI

- 1) Le présent Accord demeurera en vigueur jusqu'à l'expiration d'une année civile suivant l'année où l'un des États contractants donne avis écrit de sa dénonciation à l'autre État contractant.
- 2) Si le présent Accord est terminé par dénonciation, les droits acquis en vertu dudit Accord, touchant l'admissibilité à des prestations ou le paiement de prestations, seront conservés; les États contractants prendront les dispositions nécessaires touchant les droits en voie d'acquisition.

ARTICLE XXII

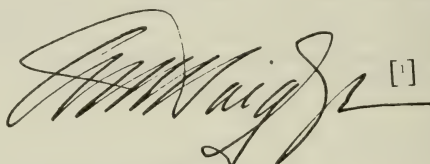
Le présent Accord entrera en vigueur le premier jour du second mois suivant celui où chaque Gouvernement aura reçu de l'autre Gouvernement, un avis écrit indiquant qu'il s'est conformé à toutes les conditions statutaires et constitutionnelles d'entrée en vigueur du présent Accord.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

March DONE in duplicate at Ottawa this 11th day of 1981, in the English and French languages, each version being equally authentic.

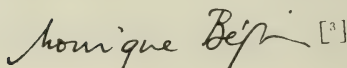
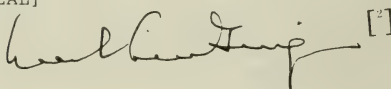
EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire à Ottawa, le 11^{ème} jour de *mars* 1981, en français et en anglais, chaque version faisant également foi.



For the Government of the
United States of America
Pour le Gouvernement des
États-Unis d'Amérique

[SEAL]



For the Government of Canada
Pour le Gouvernement du Canada

[SEAL]

¹ Alexander M. Haig, Jr.

² Mark MacGuigan.

³ Monique Bégin.

ADMINISTRATIVE ARRANGEMENT
FOR THE IMPLEMENTATION OF THE AGREEMENT
ON SOCIAL SECURITY BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF CANADA,
CONCLUDED ON MARCH 11, 1981

In conformity with Article XII(a) of the Agreement on Social Security between the Government of the United States of America and the Government of Canada, entered into on March 11, 1981, and hereinafter referred to as "the Agreement",

The competent authorities:

- for the United States of America:

Richard S. SCHWEIKER
Secretary of Health and Human Services

- for Canada:

Madame Monique BEGIN
Minister of National Health and Welfare

Have agreed on the following provisions:

Chapter 1

General Provisions

Paragraph 1

The following are designated as liaison agencies for the purposes of administering the Agreement and this Administrative Arrangement:

For the United States,

the Social Security Administration, and

For Canada,

Income Security Programs,

Department of National Health and Welfare.

Paragraph 2

Terms used in this Administrative Arrangement have the same meaning as in the Agreement.

Paragraph 3

The agencies of the Contracting States will agree upon joint procedures and forms necessary for the implementation of the Agreement and this Administrative Arrangement.

Chapter 2

Provisions on Coverage

Paragraph 4

1. Where the laws of a Contracting State are applicable in accordance with Article V of the Agreement, the agency of that Contracting State will issue, in accordance with rules and procedures to be agreed upon by the agencies of the two Contracting States and at the request of an employer, employee or self-employed person, a certificate stating that the concerned employee or group of employees or self-employed person is covered by those laws. The certificate will be evidence that the employee, group of employees or self-employed person is exempt from the laws on compulsory coverage of the other Contracting State.

2. The certificate referred to in subparagraph 4.1 will be issued

- In the United States:

By the Social Security Administration; and

- In Canada:

By the Accounting and Collections Division, Department of National Revenue-Taxation.

Chapter 3

Provisions on Benefits

Paragraph 5

1. The liaison agency of the Contracting State with which an application for benefits is first filed in accordance with Article XVI of the Agreement will inform the liaison agency of the other Contracting State of this fact without delay, using forms established for this purpose. It will also transmit documents and such other available information as may be necessary for the liaison agency of the other Contracting State to establish the right of the applicant to benefits according to the provisions of Part III of the Agreement. In the case of an application for disability benefits, it will, in particular, transmit relevant medical evidence in its possession concerning the disability of the applicant.

2. The liaison agency of a Contracting State which receives an application filed with the liaison agency of the other Contracting State will, without delay, provide the liaison agency of the other Contracting State with such evidence and other available information as may be required to complete action on the claim.

3. The liaison agency of the Contracting State with which an application for benefits has been filed will verify the accuracy of the information pertaining to the applicant and his family members. The types of information to be verified will be agreed upon by the liaison agencies.

Paragraph 6^[1]

1. In the application of Article VII of the Agreement, the Canadian liaison agency will notify the United States liaison agency of the years in which a person is credited with coverage under the Canada Pension Plan along with such other information as may be necessary to determine the amount of the person's benefit.

2. Benefits awarded by the liaison agency of the United States under Article VII of the Agreement will be recomputed in accordance with United States laws to take account of additional periods of coverage completed under the laws of either Contracting State. An application for such a recomputation will be required only where the additional periods of coverage have been completed under Canadian laws.

3. Periods of coverage completed after the last computation base year provided under United States laws will not be considered in determining the ratio referred to in Article VII(3) of the Agreement.

Paragraph 7

In the application of Chapter 2 of Part III of the Agreement, the United States liaison agency will notify the Canadian liaison agency of the periods of coverage which a person has completed under United States laws, along with such other information as may be necessary to determine the amount of the person's benefit.

¹ For deletion of Paragraphs 6.2 and 6.3, see Supplementary Agreement of May 10, 1983, *infra*.

Chapter 4

Miscellaneous Provisions

Paragraph 8

In accordance with measures to be agreed upon pursuant to Paragraph 3 of this Administrative Arrangement, the liaison agency of one Contracting State will, upon request of the liaison agency of the other Contracting State, furnish available information relating to the claim of any specified individual for the purpose of administering the Agreement.

Paragraph 9

The liaison agencies of the two Contracting States will exchange statistics on the payments made to beneficiaries under the Agreement for each calendar year in a form to be agreed upon. The data will include the number of beneficiaries and the total amount of benefits, by type of benefit.

Paragraph 10

This Administrative Arrangement will take effect on the date of entry into force of the Agreement^[1] and will have the same period of duration.

¹ Aug. 1, 1984.

ARRANGEMENT ADMINISTRATIF

relatif aux modalités d'application de l'Accord
sur la sécurité sociale entre le Gouvernement des
Etats-Unis d'Amérique et le Gouvernement du Canada,
conclu le 11 mars 1981.

Conformément à l'Article XII a) de l'Accord sur la sécurité sociale
entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement
du Canada, conclu le 11 mars 1981
et appelé ci-après "l'Accord", les autorités compétentes:

- pour les Etats-Unis d'Amérique:

Richard S. SCHWEIKER
Secretary of Health and Human Services

- pour le Canada:

Madame Monique BEGIN
Ministre de la Santé nationale et du Bien-Etre social

sont convenues des dispositions suivantes:

Chapitre 1

Dispositions générales

Paragraphe 1

Sont désignées comme organismes de liaison aux fins de l'administration de l'Accord et du présent Arrangement administratif:

pour les Etats-Unis,

l'Administration de la sécurité sociale, et

pour le Canada,

Programmes de Sécurité du revenu,

Ministère de la Santé nationale et du

Bien-Etre social.

Paragraphe 2

Les termes utilisés dans le présent Arrangement administratif ont le même sens que celui qui leur est donné dans l'Accord.

Paragraphe 3

Les organismes des Etats contractants conviendront des procédures et formulaires communs nécessaires à l'application de l'Accord et du présent Arrangement administratif.

[Chapitre 2]

Dispositions relatives à la couverture

Paragraphe 4

1. Lorsque les lois d'un Etat contractant sont applicables en vertu de l'article V de l'Accord, l'organisme dudit Etat contractant émettra, conformément à des règles et procédures qui seront arrêtées en commun par les organismes des deux Etats contractants et à la demande de l'employeur, du salarié ou du travailleur autonome, un certificat attestant que le salarié, ou le groupe de salariés ou le travailleur autonome en question, est assujéti à ces lois. Ledit certificat attestera que le salarié, le groupe de salariés ou le travailleur autonome est exempté des lois de l'autre Etat contractant relatives à l'assujettissement obligatoire.
2. Le certificat mentionné au sous-paragraphe 4.1 sera émis
 - au Canada:

par la Division de la Comptabilité et des recouvrements,
Ministère du Revenu national-impôt, et
 - aux Etats-Unis:
par l'Administration de la sécurité sociale.

Chapitre 3

Dispositions relatives aux prestations

Paragraphe 5

1. L'organisme de liaison de l'Etat contractant auprès duquel une demande de prestations est soumise en premier lieu, conformément à l'article XVI de l'Accord en informera l'organisme de liaison de l'autre Etat contractant sans délai, à l'aide des formulaires prévus à cette fin. Il transmettra également tout document et autre renseignement

disponible pouvant être nécessaire à l'organisme de liaison de l'autre Etat contractant pour établir le droit du requérant à des prestations conformément aux dispositions du Titre III de l'Accord. Dans le cas d'une demande de prestations d'invalidité, ledit Etat transmettra, en particulier, les constatations médicales pertinentes en sa possession concernant l'invalidité du requérant.

2. L'organisme de liaison d'un Etat contractant qui reçoit une demande soumise auprès de l'organisme de liaison de l'autre Etat contractant, fournira, sans délai, à l'organisme de liaison de l'autre Etat contractant, toute preuve et autre renseignement disponible pouvant être nécessaire pour donner suite à la demande.
3. L'organisme de liaison de l'Etat contractant auprès duquel une demande de prestations a été soumise, vérifiera l'exactitude des données touchant le requérant et les membres de sa famille. Les organismes de liaison conviendront des renseignements à vérifier.

Paragraphe 6

1. Pour l'application de l'article VII de l'Accord, l'organisme de liaison du Canada avisera l'organisme de liaison des Etats-Unis du nombre d'années créditées à une personne au titre du Régime de pensions du Canada de même que de toute autre donnée pouvant être nécessaire pour déterminer le montant des prestations de ladite personne.
2. Les prestations octroyées par l'organisme de liaison des Etats-Unis aux termes de l'article VII de l'Accord, seront calculées à nouveau conformément aux lois des Etats-Unis dans le but de tenir compte des périodes additionnelles de couverture accomplies aux termes des lois de l'un ou l'autre Etat contractant. Une demande pour un nouveau calcul sera exigée seulement lorsque des périodes additionnelles de couverture auront été accomplies en vertu des lois canadiennes.

3. Les périodes de couverture accomplies après la dernière année de base de calcul prévue par les lois des Etats-Unis, ne seront pas retenues lorsqu'il s'agit de déterminer la fraction mentionnée à l'article VII (3) de l'Accord.

Paragraphe 7

Aux fins de l'application du chapitre 2 du Titre III de l'Accord, l'organisme de liaison des Etats-Unis avisera l'organisme de liaison du Canada des périodes de couverture accomplies par une personne en vertu des lois des Etats-Unis et il fournira toute autre donnée nécessaire pour déterminer le montant des prestations de ladite personne.

Chapitre 4

Dispositions diverses

Paragraphe 8

Conformément à des mesures qui seront arrêtées en commun en vertu du paragraphe 3 du présent Arrangement administratif, l'organisme de liaison d'un Etat contractant fournira, à la demande de l'organisme de liaison de l'autre Etat contractant, les renseignements disponibles touchant la demande de tout particulier, aux fins de l'administration de l'Accord.

Paragraphe 9

Les organismes de liaison des deux Etats contractants échangeront des statistiques sur les paiements effectués aux termes de l'Accord, pour chaque année civile et selon un mode de présentation qui sera arrêté en commun. Les données comprendront le nombre de prestataires et le montant total des prestations, par genre de prestation.

Paragraphe 10

Le présent Arrangement administratif prendra effet le jour de l'entrée en vigueur de l'Accord et il sera de même durée.

1981,

DONE in duplicate at Washington, this 22nd day of May, in
English and French, both texts being equally authentic.

FAIT en double exemplaire à Washington, ce 22ème jour de
mai, en français et en anglais, les deux textes faisant
également foi.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE:

Richard S. Schweiker [1]

FOR THE GOVERNMENT OF
CANADA:

POUR LE GOUVERNEMENT DU
CANADA:

Monique Bégin [2]

¹ Richard S. Schweiker.

² Monique Bégin.

SUPPLEMENTARY AGREEMENT AMENDING THE AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF CANADA WITH RESPECT TO SOCIAL SECURITY

The Government of the United States of America and
the Government of Canada,

Having considered the Agreement on Social Security
between the United States of America and Canada, signed
March 11, 1981, (hereinafter referred to as the "Agreement")
and the Administrative Arrangement for the Implementation of
the Agreement, signed on May 22, 1981, (hereinafter referred
to as the "Administrative Arrangement"), and

Having recognized the need to improve the manner
of determining the rights to benefits under the Agreement,

Have agreed as follows:

ARTICLE I

Paragraph (3) of Article VII of the Agreement
shall be deleted and replaced by the following new
paragraph:

"(3) Where entitlement to a benefit under United
States laws is established according to the provisions of
paragraph (1) of this Article, the agency of the United
States shall compute a pro rata primary insurance amount in
accordance with United States laws based on the duration of
the person's periods of coverage credited under United
States laws. Benefits payable under United States laws
shall be based on the pro rata primary insurance amount."

ARTICLE II

Paragraphs 6.2 and 6.3 of the Administrative
Arrangement shall be deleted and Paragraph 6.1 shall be
redesignated as Paragraph 6.

ARTICLE III

This Supplementary Agreement shall enter into
force on the date of entry into force of the Agreement^[1] and
shall have the same period of validity.

¹ Aug. 1, 1984.

ACCORD SUPPLÉMENTAIRE MODIFIANT L'ACCORD ENTRE LE
GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE ET LE
GOUVERNEMENT DU CANADA EN MATIÈRE DE SÉCURITÉ SOCIALE

Le Gouvernement des États-Unis d'Amérique et le
Gouvernement du Canada,

Ayant considéré l'Accord sur la sécurité sociale
entre les États-Unis d'Amérique et le Canada, conclu le
11 mars 1981, (appelé ci-après "l'Accord") et l'Arrangement
administratif relatif aux modalités d'application de
l'Accord, conclu le 22 mai 1981, (appelé ci-après
"l'Arrangement administratif"), et

Ayant reconnu le besoin d'améliorer la façon
d'établir les droits aux prestations en vertu de l'Accord,
Sont convenus des dispositions suivantes:

ARTICLE I

L'alinéa 3) de l'article VII de l'Accord sera
supprimé et remplacé par le nouvel alinéa suivant:

"3) Lorsque l'admissibilité à une prestation aux
termes des lois des États-Unis a été établie conformément
aux dispositions du paragraphe 1) du présent article,
l'organisme des États-Unis calculera un montant d'assurance
primaire proportionnel conformément aux lois des États-Unis,
lequel sera fondé sur la durée des périodes de couverture
accomplies par une personne aux termes des lois des
États-Unis. Les prestations payables aux termes des lois
des États-Unis seront en fonction du montant proportionnel
d'assurance primaire."

ARTICLE II

Les paragraphes 6.2 et 6.3 de l'Arrangement
administratif seront supprimés et le paragraphe 6.1 sera
redésigné comme paragraphe 6.

ARTICLE III

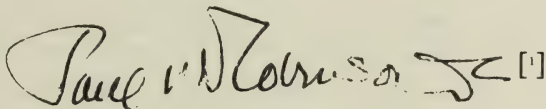
Cet Accord supplémentaire entrera en vigueur le
jour de l'entrée en vigueur de l'Accord et il sera de même
durée.

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Supplementary Agreement.

DONE in duplicate at Ottawa, this *10th* day of *May* 1983 in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet, ont signé le présent Accord supplémentaire.

FAIT en double exemplaire à Ottawa, ce *10^{ème}* jour de *mai* 1983 dans les langues française et anglaise, chaque version faisant également foi.



For the Government of the
United States of America
Pour le Gouvernement des
États-Unis d'Amérique

[SEAL]

 [2]

For the Government of Canada
Pour le Gouvernement du Canada

[SEAL]

¹ Paul H. Robinson, Jr.

² Monique Begin.

THE GOVERNMENT OF THE UNITED

STATES OF AMERICA

AND THE GOVERNMENT OF QUEBEC

Resolved to cooperate in the field of social security,

Desirous of concluding an Understanding to facilitate the application of a mutually beneficial arrangement in this field,

In view of the Social Security Agreement between Canada and the United States signed on March 11, 1981,

Have agreed as follows:

PART I
General Provisions
Article I

For the purpose of this Understanding:

(1) "Territory" means,

as regards the United States, the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa, and

as regards Québec, the territory of Québec;

(2) "National" means,

as regards the United States, a national of the United States as defined in Section 101, Immigration and Nationality Act of 1952, as amended, and as regards Québec, a citizen of Canada residing in Québec or, if not residing therein, who is subject or has been subject to the laws specified in Article II(1)(b);

(3) "Laws" means,

the laws and regulations specified in Article II;

(4) "Competent Authority" means,

as regards the United States, the Secretary of Health and Human Services, and

as regards Québec, the Minister or Ministers responsible for the application or the administration of the laws specified in Article II(1)(b);

(5) "Agency" means,

as regards the United States, the Social Security Administration, and

as regards Québec, for matters related to the collection of contributions, the Ministère du Revenu du Québec; for all other matters, the Régie des rentes du Québec;

- (6) "Period of coverage" means,

a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the laws under which such period has been completed, or any similar period insofar as it is recognized by such laws as equivalent to a period of coverage;

- (7) "Benefit" means,

any benefit provided for in the laws of either Party;

- (8) "Stateless person" means,

a person defined as a stateless person in Article I of the Convention Relating to the Status of Stateless Persons dated September 28, 1954;

- (9) "Refugee" means,

a person defined as a refugee in Article I of the Convention Relating to the Status of Refugees dated July 28, 1951, and the Protocol to that Convention dated January 31, 1967.

Article II

(1) For the purpose of this Understanding, the applicable laws are:

(a) as regards the United States, the laws governing the Federal Old-Age, Survivors and Disability Insurance Program:

(i) Title II of the Social Security Act and regulations pertaining thereto, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,

and

(ii) Chapter 2 and Chapter 21 of the Internal Revenue Code of 1954 and regulations pertaining to those chapters;

(b) as regards Québec:

The Act concerning the Québec Pension Plan.

(2) Unless otherwise provided in this Understanding, the applicable laws referred to in paragraph (1) of this Article do not include undertakings entered into by the United States or Québec with third parties, or laws and regulations promulgated for the implementation of such undertakings.

(3) This Understanding shall also apply to laws amending the laws specified in paragraph (1) of this Article and to agreements between the Government of Québec and the Government of Canada concluded for purposes of coordinating their respective pension plans.

Article III

Unless otherwise provided, this Understanding shall apply to:

- (a) nationals,
- (b) refugees,
- (c) stateless persons,
- (d) other persons with respect to the rights they derive from a national, a refugee, or a stateless person, and
- (e) nationals of a third party not included among the persons mentioned in paragraph (d) of this Article.

Article IV

- (1) Unless otherwise provided in this Understanding, the persons designated in Article III (a), (b), (c) or (d) who reside in the territory of either Party shall, in the application of the laws of a Party, receive equal treatment, with respect to the payment of benefits, with the nationals of that Party.
- (2) Nationals of a Party who reside outside the territories of both Parties shall receive benefits provided by the laws of the other Party under the same conditions which the other Party applies to its own nationals who reside outside the territories of both Parties.
- (3) Unless otherwise provided in this Understanding, the laws of a Party under which entitlement to or payment of cash benefits is dependent on residence or presence in the territory of that Party shall not be applicable to the persons designated in Article III who reside in the territory of the other Party.
- (4) As regards the laws of Québec, paragraph (1) of this Article is extended to persons designated in Article III (e).

PART II
Provisions on Coverage

Article V

- (1) Except as otherwise provided in this Article, an employed person who works in the territory of one of the Parties shall, in respect of that work, be subject to the laws of only that Party.
- (2) (a) Where an employed person is subject to the laws of one of the Parties in respect of work performed for an employer having a place of business in the territory of that Party and is then required by that employer to work in the territory of the other Party, the person shall be subject to the laws of only the first Party in respect of that work, as if it were performed in the territory of the first Party. The preceding sentence shall apply provided that the period of work in the territory of the other Party does not exceed 60 months.
- (b) For the purpose of subparagraph (a), where a person is required to work in the territory of the other Party for intermittent periods of short duration, each such period shall be considered a separate period of work.

(c) With the prior mutual consent of the Competent Authorities of the Parties, subparagraph (a) shall also apply:

(i) where the employer does not have a place of business in the territory of the first Party,
or

(ii) where the period of work in the other Party exceeds or is expected to exceed 60 months.

(3) This Article shall not apply to the categories of persons mentioned in the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, and of the Vienna Convention on Consular Relations of April 24, 1963, unless the immunities and privileges with respect to the payment of Social Security contributions of such persons have been waived, or such persons are among the persons mentioned in subparagraph (4) (b) (ii) of this Article.

(4) (a) Except as provided in subparagraph (b), this Article shall not apply to a person employed in the Government service of one of the Parties.

(b) Where a person is employed in the Government service of one of the Parties, the following rules shall apply:

- (i) a person in the Government service of one Party who is sent to work within the territory of the other Party shall be subject to the laws of only the first Party in respect of that services;
 - (ii) a person hired locally to work for the United States Government in Québec shall be subject to the laws of Québec unless the person is a national of the United States or, since before entry into force of the Understanding, participated in the Civil Service Retirement System of the United States or other United States Government-financed pension plan and has elected not to participate in the Québec Pension Plan.
- (c) For the purposes of this paragraph, "Government service" means,
- (i) as regards the United States, service in the employ of the Government of the United States or any instrumentality thereof;
 - (ii) as regards Québec, service in the employ of the Government of Québec.
- (5) Where, but for this Article, a person would be covered under United States laws as well as under the Act concerning the Québec Pension Plan in respect of employment as an officer or member of the crew on a ship or aircraft, that person shall, in respect of that employment, be subject only to the Act concerning the Québec Pension Plan if that person is a resident of Québec or contributes to the Québec Pension Plan while residing elsewhere in Canada, and only to United States laws in any other case.

- (6) Where, but for this Article, a person would be covered under the laws of both Parties in respect of earnings from self-employment, that person shall, in respect thereof, be subject only to the laws of Québec if that person is considered to be resident in Québec for the purposes of the relevant provisions of those laws, and only to United States laws in any other case.
- (7) Where, but for this Article, a person would be covered under the laws of both Parties in respect of an activity that is considered to be self-employment by one of the Parties and employment by the other Party, that activity shall be treated according to the provisions of this Article respecting self-employment if the person is a resident of the first Party and according to the provisions of this Article respecting employment in any other case.
- (8) Where, by virtue of this Article, a person would be subject to the laws of Québec but coverage is not effected under those laws, the person shall be subject to United States laws.
- (9) The Understanding shall not result in coverage under United States laws if those laws do not provide for the collection of contributions with respect to such coverage. Article V(1) shall apply when Article V(2) is not applicable as a result of the preceding sentence.

- (10) Where a person covered under the laws of a Party in accordance with this Understanding is also covered under the laws of the other Party or a third Party in accordance with the provisions of an undertaking entered into by the United States or by Québec with a third Party, the Competent Authorities of the two Parties may agree to exclude the person from the application of this Understanding.
- (11) The Competent Authorities of the two Parties may, by common agreement, make exceptions in the application of this Article in respect of any person or category of persons.

PART III

Provisions on Benefits

Chapter I

Provisions Applicable to the United States

Article VI

- (1) Where a person has completed at least six quarters of coverage under United States laws, but does not have sufficient quarters of coverage to satisfy the requirements for entitlement to benefits under United States laws, periods of coverage completed under the Act concerning the Québec Pension Plan shall be taken into account to the extent they do not coincide with calendar quarters already credited as quarters of coverage under United States laws.
- (2) In determining eligibility for benefits under paragraph (1) of this Article, the agency of the United States shall credit four quarters of coverage for every year of contributions under the Act concerning the Québec Pension Plan certified as creditable by the agency of Québec; however, no quarter of coverage shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed four.

- (3) Where entitlement to a benefit under United States laws is established according to the provisions of paragraph (1) of this Article, the agency of the United States shall compute a pro rata primary insurance amount in accordance with United States laws based on the duration of a worker's periods of coverage completed under United States laws. Benefits payable under United States laws shall be based on the pro rata primary insurance amount.
- (4) Entitlement to a benefit from the United States which results from paragraph (1) of this Article shall terminate with the acquisition of sufficient periods of coverage under United States laws to establish entitlement to an equal or higher benefit without the need to invoke the provisions of paragraph (1) of this Article.

Chapter 2

Provisions Applicable to Québec

Article VII

(1) In this Article, "benefit" means,

- (a) a retirement pension,
- (b) an orphan's benefit or a disabled contributor's child's benefit,
- (c) a death benefit,
- (d) a disability pension, or
- (e) a survivor's pension

payable under the Act concerning the Québec Pension Plan.

(2) If a person is not entitled to a benefit because of insufficient periods of coverage under the Québec Pension Plan, entitlement to the benefit may be determined by totalizing periods of coverage under the laws of both Parties in accordance with paragraph (3) of this Article, to the extent that they do not coincide.

- (3) Subject to the provisions governing the contributory period under the Act concerning the Québec Pension Plan, to establish entitlement to a benefit by means of totalization, a year in which at least one quarter of coverage is credited under the laws of the United States shall be deemed to be a year in which contributions were made under the Act concerning the Québec Pension Plan.
- (4) The agency of Québec shall calculate the benefit payable under the provisions of paragraph (2) preceding in the following manner:
 - (a) Compute the amount of the earnings-related benefit under the Act concerning the Québec Pension Plan;
 - (b) Add to this benefit, the amount of the flat rate benefit under the Act concerning the Québec Pension Plan adjusted by the ratio that the periods of coverage under the Act concerning the Québec Pension Plan represent in relation to the contributory period, subject to the provisions governing such period under the Act concerning the Québec Pension Plan.

PART IV

Miscellaneous Provisions

Article VIII

The Competent Authorities of the two Parties shall:

- (a) Conclude an Administrative Arrangement and make such other arrangements as may be necessary for the application of this Understanding;
- (b) Communicate to each other information concerning the measures taken for the application of this Understanding; and
- (c) Communicate to each other, as soon as possible, information concerning all changes in their respective laws which may affect the application of this Understanding.

Article IX

The Competent Authorities and agencies of the Parties, within the scope of their respective authorities, shall assist each other in implementing this Understanding.

Article X

- (1) Where the laws of a Party provide that any document which is submitted to the Competent Authority or an agency of that Party shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to documents which are submitted to the Competent Authority or an agency of the other Party in accordance with its laws.

- (2) Copies of documents which are certified as true and exact copies by the agency of one Party shall be accepted as true and exact copies by the agency of the other Party, without further certification. The agency of each Party shall be the final judge of the probative value of the evidence submitted to it from whatever source.

Article XI

Benefits shall be payable without any deductions for administrative costs, transfer fees or any other expenses incurred for the payment of such benefits.

Article XII

- (1) The Competent Authorities and agencies of the Parties may correspond directly with each other and with any person wherever the person may reside whenever it is necessary for the administration of this Understanding. The correspondence may be in the official languages of either Party.
- (2) No application or document may be rejected by a Competent Authority or an agency solely on the grounds that it is written in the official language of the other Party.

Article XIII

- (1) A written application for benefits filed with an agency of one Party shall protect the rights of the claimants under the laws of the other Party if the applicant
 - (a) requests that it be considered an application under the laws of the other Party, or
 - (b) provides information, at the time of application, indicating that the person on whose record benefits are claimed has completed periods of coverage under the laws of the other Party.
- (2) An application for benefits under the laws of one Party, which is filed with the agency of the other Party in accordance with paragraph (1) of this Article, shall be adjudicated by the agency of the first Party under the applicable provisions of its laws.
- (3) An applicant may request that an application filed with an agency of one Party be effective on a different date in the other Party within the limitations of and in conformity with the laws of the other Party.
- (4) The provisions of Part III of this Understanding shall apply only to an application for benefits which is filed on or after the date this Understanding enters into force.

Article XIV

- (1) A written appeal of a determination made by the agency of one Party may be validly filed with an agency of either Party. The appeal shall be dealt with according to the appeal procedure of the laws of the Party whose decision is being appealed.
- (2) Any claim, notice or written appeal which, under the laws of one Party, must have been filed within a prescribed period with the agency of that Party, but which is instead filed within the same prescribed period with the agency of the other Party, shall be considered to be filed on time and shall be forthwith transmitted to the agency of the first Party.

Article XV

Unless disclosure is required under the statutes of a Party, information about an individual which is transmitted, in accordance with the Understanding, to that Party by the other Party is confidential and shall be used exclusively for the purposes of implementing this Understanding. Such information received by a Party shall be governed by the statutes of that Party for the protection of privacy and confidentiality of personal data.

PART V

Transitional and Final Provisions

Article XVI

- (1) No provision of this Understanding shall confer any right
 - (a) to receive a pension, allowance or benefit for a period before the date of the entry into force of the Understanding, or
 - (b) to receive a lump-sum death benefit if the person died before the entry into force of the Understanding.
- (2) In the implementation of this Understanding, consideration shall also be given to periods of coverage and other events relevant to rights under the laws occurring before the entry into force of this Understanding, except that neither Party shall take into account periods of coverage occurring prior to the effective date of its laws.
- (3) Determinations made before the entry into force of this Understanding shall not affect rights arising under it.
- (4) This Understanding shall not result in the reduction of the amounts of benefits already established because of its entry into force.
- (5) The period of work referred to in the last sentence of Article V(2)(a) shall be measured beginning on or after the date on which this Understanding enters into force.

Article XVII

- (1) This Understanding shall remain in force and effect until the first of the following dates:

-December 31 of the calendar year following the year in which written notice of its denunciation is given by one of the Parties to the other Party;

or the date the Social Security Agreement between Canada and the United States signed on March 11, 1981 ceases to remain in force and effect.

- (2) If this Understanding is terminated by denunciation, rights regarding entitlement to or payment of benefits acquired under it shall be retained; the Parties shall make arrangements dealing with rights in the process of being acquired.

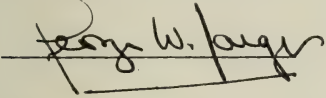
Article XVIII

This Understanding shall enter into force on the first day of the second month following the month in which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Understanding.^[1]

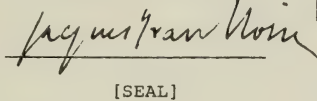
In witness whereof, the undersigned representatives of the Parties being duly authorized thereto, have signed the present Understanding.

Done at *Québec* on *30 March 1983* in duplicate in the English and French languages, both texts being equally authentic.

For the Government of the
United States of America

 ^[2]

For the Government
of Québec

 ^[3]
[SEAL]

¹ Aug. 1, 1984.

² George W. Jaeger.

³ Jacques-Yvan Morin.

Administrative Arrangement for the Implementation of the Understanding between the Government of the United States of America and the Government of Québec on Social Security

In conformity with Article VIII(a) of the Understanding between the Government of the United States of America and the Government of Québec on Social Security of this date, hereinafter referred to as "The Understanding", the following provisions have been agreed upon:

Chapter 1

General Provisions

Article 1

The following are designated as liaison agencies for the purposes of administering the Understanding and this Arrangement:

For the United States,

The Social Security Administration, and

For Québec,

Le secrétariat de l'administration des
Ententes de sécurité sociale.

Article 2

Terms used in this Administrative Arrangement will have the same meaning as in the Understanding.

Article 3

The agencies of the Parties will agree upon joint procedures and forms necessary for the implementation of the Understanding and this Administrative Arrangement.

Chapter 2

Provisions on Coverage

Article 4

(1) Where the laws of a Party are applicable in accordance with Article V of the Understanding, the agency of that Party will issue, in accordance with procedures to be agreed upon and at the request of the employer, employee, or self-employed person, a certificate stating that the concerned employee, or self-employed person, is covered by those laws. The certificate will be evidence that the employee or self-employed person is exempt from the laws on compulsory coverage of the other Party.

(2) The certificate referred to in Paragraph 1 of this article will be issued:

(i) In the United States:

By the Social Security Administration

(ii) In Québec:

By the Ministère du Revenu du Québec.

Chapter 3
Provisions on Benefits

Article 5

- (1) The liaison agency of the Party with which an application for benefits is first filed in accordance with Article XIII of the Understanding will inform the liaison agency of the other Party of this fact without delay, using forms established for this purpose. It will also transmit documents and such other available information as may be necessary for the liaison agency of the other Party to establish the right of the applicant to benefits according to the provisions of Part III of the Understanding. In the case of an application for disability benefits, it will, in particular, transmit relevant medical evidence in its possession concerning the disability of the applicant.
- (2) The liaison agency of a Party which receives an application filed with the liaison agency of the other Party will, without delay, provide the liaison agency of the other Party with such evidence and other available information as may be required to complete action on the claim.
- (3) The liaison agency of the Party with which an application for benefits has been filed will verify the accuracy of the information pertaining to the applicant and his family members. The types of information to be verified will be agreed upon by the liaison agencies.
- (4) Certification by a liaison agency of information pertaining to civil status or vital statistics exempts the transmission of the probative documents to the other agency. The first agency shall furnish those documents or certified copies thereof which may be obtained upon request of the other agency.

Article 6

In the application of Article VI of the Understanding, the Québec liaison agency will notify the United States liaison agency of the years in which a person is credited with coverage under the Act concerning the Québec Pension Plan along with such other information as may be necessary to determine the amount of the person's benefit.

Article 7

In the application of Chapter 2 of Part III of the Understanding, the United States liaison agency will notify the Québec liaison agency of the periods of coverage which a person has completed under United States laws, along with such other information as may be necessary to determine the amount of the person's benefit.

Chapter 4

Miscellaneous Provisions

Article 8

In accordance with measures to be agreed upon pursuant to Article 3 of this Administrative Arrangement, the liaison agency of one Party will, upon request of the liaison agency of the other Party, furnish available information relating to the claim of any specified individual for the purpose of administering the Understanding.

Article 9

Where administrative assistance is requested under the Understanding, expenses other than regular personnel and operating costs of the Competent Authorities and agencies providing the assistance shall be reimbursed in accordance with procedures to be agreed upon by the agencies.

Article 10

The liaison agencies of the two Parties will exchange statistics on the payments made to beneficiaries under the Understanding for each calendar year in a form to be agreed upon. The data will include the number of beneficiaries and the total amount of benefits, by type of benefit.

Article 11

This Administrative Arrangement will take effect on the date of entry into force of the Understanding and will have the same period of duration.

Done at Québec (Québec) on 30 March 1983.

in duplicate in the English and French languages, both texts being equally authentic.

For the Government of
the United States of
America

George W. Page

For the Government
of Québec

Jacques Van Nieuwenhuysse

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

ET

LE GOUVERNEMENT DU QUEBEC

Désireux de coopérer dans le domaine de la sécurité sociale,

Souhaitant conclure une Entente pour permettre l'application
d'un arrangement à leur avantage mutuel en ce domaine,

Vu l'accord de sécurité sociale entre le Canada et les Etats-
Unis signé le 11 mars 1981,

Sont convenus de ce qui suit:

TIAS 10863

TITRE I

DISPOSITIONS DIVERSES

Article I

Aux fins de la présente Entente:

(1) "territoire" désigne,

pour les Etats-Unis, les Etats, le district de Columbia, le commonwealth de Porto Rico, les îles Vierges, Guam et les Samoa américaines, et

pour le Québec, le territoire du Québec;

(2) "ressortissant" désigne,

pour les Etats-Unis, un ressortissant des Etats-Unis selon la définition donnée à l'article 101 de "Immigration and Nationality Act of 1952", sous sa forme modifiée, et pour le Québec, un citoyen du Canada qui réside au Québec ou, s'il n'y réside pas, est ou a été soumis à la législation citée à l'alinéa b du paragraphe 1 de l'article II;

(3) "lois" désigne,

les lois et règlements énoncés à l'article II;

(4) "autorité compétente" désigne,

pour les Etats-Unis, "the Secretary of Health and Human Services", et

pour le Québec, le ministre ou les ministres responsables de l'application ou de l'administration de la législation citée à l'alinéa b du paragraphe 1 de l'article II;

- (5) "organisme" désigne,

pour les États-Unis, "the Social Security Administration",
et pour le Québec, le Ministère du Revenu du Québec en ce
qui a trait à la perception des contributions; la Régie
des rentes du Québec pour tout autre sujet;

- (6) "période d'assurance" désigne,

une période de paiement de cotisations ou une période de
gains provenant d'un emploi ou d'un travail autonome,
selon la définition donnée ou reconnue comme période
d'assurance par les lois en vertu desquelles cette pé-
riode d'assurance a été accomplie, ou toute autre période
analogue dans la mesure où elle est reconnue en vertu de
ces lois comme équivalant à une période d'assurance;

- (7) "prestation" désigne,

toute prestation prévue aux termes des lois de l'une ou
de l'autre des Parties;

- (8) "apatride" désigne,

une personne apatride au sens de l'article 1 de la
Convention du 28 septembre 1954 relative au statut des
apatrides;

- (9) "réfugié" désigne,

une personne réfugiée au sens de l'article 1 de la
Convention du 28 juillet 1951 relative au statut des
réfugiés et du Protocole du 31 janvier 1967 annexé à
cette Convention.

Article II

- (1) Aux fins de la présente Entente, les lois applicables sont les suivantes:

a) pour les Etats-Unis, les lois suivantes régissant le Programme fédéral d'assurance à l'intention des personnes âgées, des survivants et des invalides:

(i) Titre II de "The Social Security Act" et du règlement d'application, à l'exception des articles 226, 226A et 228 de ce titre ainsi que des dispositions du règlement d'application se rattachant à ces articles,

et

(ii) le chapitre 2 et le chapitre 21 de "The Internal Revenue Code of 1954" et les dispositions du règlement d'application se rattachant à ces chapitres;

b) pour le Québec:

La Loi sur le régime de rentes du Québec.

- (2) Sauf disposition contraire dans la présente Entente, les lois applicables mentionnées au paragraphe 1 du présent article ne comprennent pas les engagements assumés par les Etats-Unis ou le Québec à l'égard d'une tierce partie ainsi que les lois ou règlements d'application de ces engagements.
- (3) La présente Entente s'applique également aux lois modifiant les lois mentionnées au paragraphe 1 du présent article ainsi qu'aux Ententes conclues entre le gouvernement du Québec et le gouvernement du Canada pour les fins de coordination de leurs régimes respectifs.

Article III

Sauf disposition contraire, la présente Entente s'applique:

- a) aux ressortissants,
- b) aux réfugiés,
- c) aux apatrides,
- d) à toute personne en ce qui concerne les droits acquis du chef d'un ressortissant, d'un réfugié ou d'un apatride, et
- e) aux ressortissants d'une tierce partie qui ne sont pas compris parmi les personnes mentionnées à l'alinéa d du présent article.

Article IV

- (1) Sauf disposition contraire dans la présente Entente, les personnes désignées aux alinéas a, b, c ou d de l'article III qui résident sur le territoire de l'une ou l'autre des Parties reçoivent, dans l'application des lois d'une Partie, le même traitement relativement au paiement des prestations que celui des ressortissants de cette Partie.
- (2) Les ressortissants d'une Partie qui résident hors du territoire des deux Parties reçoivent les prestations prévues par les lois de l'autre Partie dans les mêmes conditions que celles qu'elle applique à ses propres ressortissants résidant hors du territoire des deux Parties.
- (3) Sauf disposition contraire dans la présente Entente, les lois d'une Partie en vertu desquelles le droit à des prestations en espèces ou le versement de celles-ci est assujetti à des conditions de résidence ou de présence sur le territoire de cette Partie, ne seront pas applicables aux personnes désignées à l'article III qui résident dans le territoire de l'autre Partie.
- (4) Pour l'application des lois du Québec, le paragraphe 1 du présent article s'étend aux personnes désignées à l'alinéa e de l'article III.

TITRE II

L'ASSUJETISSEMENT

Article V

- (1) Sauf disposition contraire dans le présent article, le salarié qui travaille sur le territoire de l'une des Parties est assujetti, en ce qui a trait à ce travail, aux seules lois de cette Partie.
- (2) a) Lorsqu'un salarié, assujetti aux lois de l'une des Parties relativement à un travail accompli pour un employeur ayant une place d'affaires sur le territoire de cette Partie, est ensuite tenu par cet employeur de travailler sur le territoire de l'autre Partie, ce salarié est assujetti aux seules lois de la première Partie en ce qui a trait à ce travail, comme s'il était exécuté sur le territoire de la première Partie. Cette règle s'applique à la condition que la période de travail sur le territoire de l'autre Partie ne dépasse pas 60 mois.
- b) Aux fins de l'alinéa a, lorsqu'une personne est tenue de travailler sur le territoire de l'autre Partie pendant des périodes intermittentes de brève durée, chacune de ces périodes doit être considérée comme une période distincte de travail.
- c) Sous réserve de l'approbation préalable des autorités compétentes des Parties, les dispositions de l'alinéa a s'appliquent également:
- (i) lorsqu'un employeur n'a pas de place d'affaires sur le territoire de la première Partie, ou
- (ii) lorsque la période de travail sur le territoire de l'autre Partie dépasse 60 mois ou lorsqu'il est prévu qu'elle dépassera cette durée.

- (3) Le présent article ne s'applique pas aux catégories de personnes mentionnées dans les dispositions de la Convention de Vienne du 18 avril 1961 sur les relations diplomatiques et de la Convention de Vienne du 24 avril 1963 sur les relations consulaires, à moins que ces personnes n'aient renoncé à leur immunité et privilèges relativement au paiement de cotisations de sécurité sociale ou que ces personnes ne soient visées aux sous-alinéas ii de l'alinéa b du paragraphe 4 du présent article.
- (4) a) Sauf dans la mesure prévue à l'alinéa b, le présent article ne s'applique pas à une personne qui occupe un emploi d'Etat pour l'une des Parties.
- b) Lorsqu'une personne occupe un emploi d'Etat pour l'une des Parties, les règles suivantes s'appliquent:
- (i) toute personne qui occupe un emploi d'Etat pour l'une des Parties et qui est affectée à un travail sur le territoire de l'autre Partie, est assujettie aux seules lois de la première Partie en ce qui a trait à cet emploi;
- (ii) toute personne embauchée localement pour occuper un emploi d'Etat pour le Gouvernement des Etats-Unis au Québec est assujettie à la loi du Québec, à moins que cette personne ne soit un ressortissant des Etats-Unis ou qu'elle ne participait déjà, avant l'entrée en vigueur de l'Entente, au régime de pensions des employés gouvernementaux des Etats-Unis ou à tout autre régime de pensions de ce gouvernement et qu'elle n'a pas choisi d'adhérer au régime de rentes du Québec.

c) Aux fins du présent paragraphe, l'expression "emploi d'Etat" désigne,

(i) pour les Etats-Unis, le service à l'emploi du Gouvernement des Etats-Unis ou de tout organisme mandataire;

(ii) pour le Québec, le travail à l'emploi du Gouvernement du Québec;

(5) Lorsque, n'eût été le présent article, une personne aurait été assujettie aux lois des Etats-Unis ainsi qu'à la Loi sur le régime de rentes du Québec relativement à un emploi à titre d'officier ou membre de l'équipage d'un navire ou d'un aéronef, cette personne n'est assujettie, en ce qui a trait à cet emploi, qu'à la Loi sur le régime de rentes du Québec si elle réside au Québec ou cotise au régime de rentes du Québec alors qu'elle réside ailleurs au Canada, et qu'aux lois des Etats-Unis dans tous les autres cas.

(6) Lorsque, n'eût été le présent article, une personne aurait été assujettie aux lois des deux Parties relativement aux gains provenant d'un travail autonome, cette personne n'est assujettie, en ce qui a trait à ce travail, qu'à la Loi sur le régime de rentes du Québec si elle est considérée comme résidant au Québec aux fins des dispositions pertinentes de cette loi, et uniquement aux lois des Etats-Unis dans tous les autres cas.

(7) Lorsque, n'eût été le présent article, une personne aurait été assujettie aux lois des deux Parties en ce qui a trait à une activité considérée comme un travail autonome par l'une des Parties et comme un travail salarié par l'autre Partie, cette activité doit être soumise aux dispositions du présent article concernant le travail autonome si la personne réside sur le territoire de la première Partie, et aux dispositions du présent article concernant le travail salarié dans tous les autres cas.

- (8) Lorsque, en vertu du présent article, une personne serait assujettie à la loi du Québec alors que cette loi ne prévoit pas la perception de cotisations pour un tel assujettissement, cette personne sera assujettie aux lois des Etats-Unis.
- (9) La présente Entente ne permet pas l'assujettissement aux lois des Etats-Unis lorsque celles-ci ne prévoient pas la perception de cotisations pour un tel assujettissement. Le paragraphe 1 de l'article V s'appliquera lorsque le paragraphe 2 de l'article V n'est pas applicable en raison de la règle qui précède.
- (10) Lorsqu'une personne est assujettie aux lois d'une Partie en vertu de la présente Entente et est également assujettie aux lois de l'autre Partie ou aux lois d'une tierce partie en vertu d'un engagement assumé par les Etats-Unis ou le Québec à l'égard d'une tierce partie, les autorités compétentes des deux Parties peuvent convenir d'exclure cette personne du champ d'application de la présente Entente.
- (11) Les autorités compétentes des deux Parties peuvent convenir d'une dérogation au présent article à l'égard d'une personne ou d'une catégorie de personnes.

TITRE III

LES PRESTATIONS

Chapitre I

Dispositions applicables aux Etats-Unis

Article VI

- (1) Lorsqu'une personne a accompli au moins six trimestres d'assurance à son crédit en vertu des lois des Etats-Unis, mais ne justifie pas d'un nombre suffisant de trimestres d'assurance pour ouvrir droit aux prestations prévues aux termes des lois des Etats-Unis, il sera tenu compte des périodes d'assurance créditées en vertu de la Loi sur le régime de rentes du Québec dans la mesure où celles-ci ne coïncident pas avec des trimestres déjà crédités en tant que trimestres d'assurance en vertu des lois des Etats-Unis.
- (2) Lorsqu'il s'agit de déterminer l'admissibilité aux prestations en vertu du paragraphe 1 du présent article, l'organisme des Etats-Unis crédite quatre trimestres d'assurance pour chaque année de contributions certifiée conformément à la Loi sur le régime de rentes du Québec. Aucun trimestre d'assurance ne doit toutefois être crédité pour un trimestre quelconque qui a déjà été crédité en vertu des lois des Etats-Unis. Le nombre total de trimestres d'assurance qui pourra être crédité pour un an, ne devra pas dépasser quatre.

- (3) Lorsque l'admissibilité à une prestation en vertu des lois des Etats-Unis a été établie conformément aux dispositions du paragraphe 1 du présent article, l'organisme des Etats-Unis calcule un montant initial proportionnel en vertu des lois des Etats-Unis tenant compte de l'ensemble des périodes d'assurance accomplies en vertu des lois des Etats-Unis. Les prestations payables en vertu des lois des Etats-Unis sont versées sur la base du montant initial proportionnel de la prestation.
- (4) Le droit à une prestation payable par les Etats-Unis en vertu du paragraphe 1 du présent article, prend fin lorsqu'un nombre suffisant de périodes d'assurance est accompli en vertu des lois des Etats-Unis permettant ainsi d'établir le droit à un montant de prestation égal ou supérieur sans qu'il soit nécessaire d'avoir recours aux dispositions du paragraphe 1 du présent article.

Chapitre 2

Dispositions applicables au Québec

Article VII

(1) Aux fins du présent article, le terme "prestation" désigne:

- a) une prestation de retraite,
- b) une prestation d'orphelin ou une prestation d'enfant de cotisant invalide,
- c) une prestation de décès,
- d) une prestation d'invalidité, ou
- e) une prestation de survivant

payable en vertu de la Loi sur le régime de rentes du Québec.

(2) Lorsqu'une personne n'est pas admissible à une prestation, faute de périodes suffisantes de couverture en vertu du Régime de rentes du Québec, le droit à cette prestation peut être déterminé en totalisant des périodes de couverture accomplies en vertu des lois des deux Parties conformément au paragraphe 3 du présent article, dans la mesure toutefois où ces périodes ne coïncident pas.

- (3) Sous réserve des dispositions relatives à la période cotisable en vertu de la Loi sur le régime de rentes du Québec, une année dans laquelle au moins un trimestre d'assurance est crédité aux termes des lois des Etats-Unis est considérée comme étant une année au cours de laquelle des cotisations ont été versées en vertu de la Loi sur le régime de rentes du Québec aux fins de l'établissement du droit à une prestation par voie de totalisation.
- (4) L'organisme du Québec calcule le montant des prestations payables en vertu des dispositions du paragraphe 2 qui précède, de la manière suivante:
- a) calculer le montant de la prestation établi en fonction des gains selon les dispositions de la Loi sur le régime de rentes du Québec;
 - b) ajouter à ce montant, la prestation à taux uniforme prévue par la Loi sur le régime de rentes du Québec et ajustée au prorata des périodes d'assurance accomplies en vertu de la Loi sur le régime de rentes du Québec par rapport à la période cotisable, sous réserve des dispositions relatives à une telle période, en vertu de la loi sur le régime de rentes du Québec.

TITRE IV

DISPOSITIONS DIVERSES

Article VIII

Les autorités compétentes des deux Parties:

- a) concluront un Arrangement administratif et prendront, d'un commun accord, toutes dispositions requises en vue de l'application de la présente Entente,
- b) se communiquent toute information touchant les mesures prises en vue de l'application de la présente Entente, et
- c) se communiquent, dès que possible, les renseignements touchant toutes les modifications à leurs lois respectives qui peuvent avoir une incidence sur l'application de la présente Entente.

Article IX

Les autorités compétentes et les organismes des Parties, dans la limite de leur compétence respective, se prêtent mutuellement assistance pour l'application de la présente Entente.

Article X

- (1) Lorsque les lois d'une Partie prévoient qu'un document soumis à l'autorité compétente ou à un organisme de cette Partie est exempté, en tout ou en partie, des frais ou charges, y compris les droits consulaires et les frais administratifs, cette exemption s'applique également aux documents soumis à l'autorité compétente ou à un organisme de l'autre Partie conformément à ses lois.
- (2) Toute copie de document certifiée conforme par l'organisme d'une Partie doit être acceptée comme étant une copie conforme par l'organisme de l'autre Partie sans autre certification. L'organisme de chaque Partie juge en dernier ressort de la valeur probante du document qui lui est soumis.

Article XI

Les prestations sont payables aux bénéficiaires sans aucune déduction pour frais d'administration, frais de transfert ou tout autre frais pouvant être encouru aux fins du versement de ces prestations.

Article XII

- (1) Les autorités compétentes et organismes des Parties peuvent correspondre directement entre eux de même qu'avec toute personne, quelque soit son lieu de résidence, chaque fois qu'il est utile de le faire en vue de l'administration de la présente Entente. Cette correspondance se fait dans la langue officielle de l'une ou l'autre Partie.
- (2) Une demande ou un document ne peut être rejeté par une autorité compétente ou un organisme pour la seule raison qu'il est écrit dans la langue officielle de l'autre Partie.

Article XIII

- (1) Toute demande de prestation soumise par écrit à l'organisme d'une Partie protège les droits des requérants aux fins des lois de l'autre Partie lorsque le requérant:
 - a) requiert qu'elle soit considérée comme une demande en vertu des lois de l'autre Partie, ou
 - b) fournit des données, au moment de la demande, indiquant que la personne dont les dossiers font l'objet de la demande de prestation, a accompli des périodes d'assurance en vertu des lois de l'autre Partie.
- (2) Toute demande de prestation faite en vertu des lois d'une Partie, soumise à l'organisme de l'autre Partie conformément au paragraphe 1 du présent article, doit être instruite par l'organisme de la première Partie conformément à ses propres lois.
- (3) Un requérant peut réclamer qu'une demande soumise auprès d'un organisme d'une Partie prenne effet à une date différente auprès de l'autre Partie pourvu que cette date soit acceptable en vertu des lois de l'autre Partie.
- (4) Les dispositions du Titre III de la présente Entente ne s'appliquent qu'à une demande de prestation présentée à compter du jour de l'entrée en vigueur de l'Entente.

Article XIV

- (1) Un recours présenté par écrit à l'encontre d'une décision rendue par l'organisme de l'une ou l'autre des Parties peut être valablement présenté à l'organisme de l'autre Partie. Ce recours est instruit conformément à la procédure prévue par les lois de la Partie dont la décision est contestée.
- (2) Les demandes, avis ou recours qui, en vertu des lois d'une Partie, auraient dû être présentés par écrit dans un délai prescrit à l'organisme de cette Partie, mais qui ont été présentés dans le même délai à l'organisme de l'autre Partie, sont réputés avoir été présentés dans le délai prescrit à l'organisme de la première Partie. Dans ce cas, l'organisme de la deuxième Partie transmet, dès que possible, ces demandes, avis ou recours à l'organisme de la première Partie.

Article XV

A moins que les lois de la première Partie n'en exigent la divulgation, les renseignements sur une personne qui sont transmis, conformément à la présente Entente, à une Partie par l'autre Partie, sont confidentiels et utilisés exclusivement aux fins de l'application de la présente Entente. Tout renseignement de cette nature reçu par une Partie est assujettie aux lois de cette Partie concernant la protection de la vie privée et la confidentialité des renseignements personnels.

Titre V

DISPOSITIONS TRANSITOIRES ET FINALES

Article XVI

- (1) Aucune disposition de la présente Entente n'a pour effet d'ouvrir droit:
- a) à une prestation pour une période précédant la date d'entrée en vigueur de la présente Entente, ou
 - b) à une prestation forfaitaire de décès si la personne est décédée avant l'entrée en vigueur de la présente entente.
- (2) Pour l'application de la présente Entente, les Parties prennent en considération les périodes d'assurance et les événements qui se rapportent aux droits découlant des lois et qui sont survenus avant l'entrée en vigueur de la présente Entente, mais ne tiennent pas compte de périodes d'assurance accomplies avant l'entrée en vigueur de leurs lois.
- (3) Les décisions prises avant l'entrée en vigueur de l'Entente ne sont pas affectées par les droits découlant de la présente Entente.
- (4) L'entrée en vigueur de la présente Entente ne peut avoir pour effet de réduire le montant des prestations déjà fixé.
- (5) La période de travail mentionnée à la dernière phrase de l'alinéa a du paragraphe 2 de l'article V ne peut commencer à courir avant l'entrée en vigueur de la présente Entente.

Article XVII

- (1) La présente Entente demeure en vigueur jusqu'à la plus rapprochée des dates suivantes:

soit le 31 décembre de l'année civile qui suit celle au cours de laquelle l'une des Parties notifie par écrit sa dénonciation à l'autre partie,

soit la date à laquelle l'Accord de sécurité sociale entre le Canada et les Etats-Unis signé le 11 mars 1981 cessera d'être en vigueur.

- (2) En cas de dénonciation, les droits acquis en vertu de l'Entente relatifs à l'admissibilité à des prestations ou au paiement de ces prestations, demeurent acquis. Les Parties prendront les dispositions nécessaires concernant les droits en voie d'acquisition.

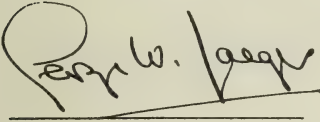
Article XVIII

La présente Entente entre en vigueur le premier jour du second mois suivant celui où chaque Gouvernement aura reçu de l'autre un avis indiquant qu'il a pris les mesures internes requises pour l'entrée en vigueur de la présente Entente.

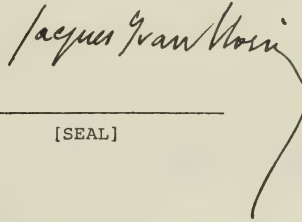
En foi de quoi, les représentants soussignés des Gouvernements, dûment autorisés à cet effet, ont signé la présente Entente.

Fait à *Quebec*, le *30 Mars*, en deux exemplaires, en français et en anglais, les deux textes faisant également foi.

Pour le Gouvernement des
Etats-Unis d'Amérique



Pour le Gouvernement
du Québec



[SEAL]

Arrangement administratif relatif aux modalités d'application
de l'Entente entre le Gouvernement des Etats-Unis d'Amérique
et le Gouvernement du Québec sur la sécurité sociale

Conformément à l'alinéa a de l'article VIII de l'Entente entre
le Gouvernement des Etats-Unis d'Amérique et le Gouvernement
du Québec sur la sécurité sociale conclue ce jour et ci-après
appelé "L'Entente" il est convenu des dispositions suivantes:

Chapitre 1

DISPOSITIONS GENERALES

Article 1

Sont désignées comme organismes de liaison aux fins de l'admini-
stration de l'Entente et du présent Arrangement:

pour les Etats-Unis,

"The Social Security Administration"

et

pour le Québec,

Le secrétariat de l'administration
des Ententes de sécurité sociale

Article 2

Les termes utilisés dans le présent Arrangement ont le même sens que celui qui leur est donné dans l'Entente.

Article 3

Les organismes des Parties conviendront des procédures et formules communes requises pour l'application de l'Entente et du présent Arrangement administratif.

Chapitre 2

L'ASSUJETTISSEMENT

Article 4

1. Lorsque les lois d'une Partie sont applicables en vertu de l'Article V de l'Entente, l'organisme de cette Partie émet, conformément aux procédures convenues et à la demande de l'employeur, du salarié ou du travailleur autonome un certificat à l'effet que le salarié ou travailleur autonome est assujéti à ses lois. Ce certificat constitue la preuve que le salarié ou travailleur autonome n'est pas soumis aux lois de l'autre Partie en ce qui a trait à l'assujettissement obligatoire.
2. Le certificat mentionné au paragraphe 1 de l'article 4 est émis:
 - (i) aux Etats-Unis,

par the Social Security Administration, et
 - (ii) au Québec,

par le Ministère du Revenu du Québec.

Chapitre 3

LES PRESTATIONS

Article 5

1. L'organisme de liaison de la Partie à qui une demande de prestation est soumise en premier lieu, conformément à l'article XIII de l'Entente, en informe l'organisme de liaison de l'autre Partie sans délai à l'aide des formules établies à cette fin. Il transmet également tout autre document et tout autre renseignement disponible requis par l'organisme de liaison de l'autre Partie pour établir le droit du requérant aux prestations, conformément aux dispositions du Titre III de l'Entente. Dans le cas d'une demande de prestations d'invalidité, l'organisme transmet notamment la preuve médicale appropriée dont il dispose.
2. L'organisme de liaison d'une Partie qui reçoit une demande soumise à l'organisme de liaison de l'autre Partie fournit sans délai à l'organisme de liaison de l'autre Partie, toute preuve ou renseignement disponible pouvant être nécessaire pour traiter la demande.
3. L'organisme de liaison de la Partie à qui une demande de prestations a été soumise, vérifie l'exactitude des renseignements sur le requérant et les membres de sa famille. Les organismes de liaison conviendront des renseignements à vérifier.
4. L'attestation des renseignements relatifs à l'état civil par un organisme de liaison dispense celui-ci de transmettre les documents pertinents à l'organisme de l'autre Partie. L'organisme de la première Partie fournit, à la demande de l'autre organisme, ces documents ou les copies conformes de ceux-ci.

Article 6

Aux fins de l'application de l'article VI de l'Entente, l'organisme de liaison du Québec informe l'organisme de liaison des Etats-Unis du nombre d'années créditées à une personne en vertu de la Loi sur le régime de rentes du Québec de même que de toute autre donnée pouvant être nécessaire pour déterminer le montant des prestations de cette personne.

Article 7

Aux fins de l'application du chapitre 2 du Titre III de l'Entente, l'organisme de liaison des Etats-Unis informe l'organisme de liaison du Québec des périodes d'assurance qu'une personne a accomplies en vertu des lois des Etats-Unis et fournit toute autre donnée nécessaire pour déterminer le montant des prestations de cette personne.

Chapitre 4

DISPOSITIONS DIVERSES

Article 8

Conformément aux mesures arrêtées en application de l'article 3 du présent Arrangement et aux fins de l'administration de l'Entente, l'organisme de liaison d'une Partie fournit, à la demande de l'organisme de liaison de l'autre Partie, l'information disponible relative à une demande présentée par une personne désignée.

TIAS 10863

Article 9

Lorsqu'une assistance administrative est requise en vertu de l'Entente, les frais autres que les dépenses habituelles de personnel et d'administration des autorités compétentes ou des organismes qui fournissent cette assistance sont remboursés conformément aux procédures établies d'un commun accord par les organismes.

Article 10

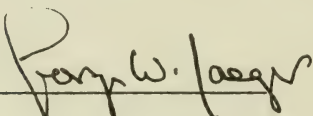
Les organismes de liaison des deux Parties échangent, dans la forme convenue, les données statistiques concernant les versements effectués aux bénéficiaires pendant chaque année civile en vertu de l'Entente. Ces données comprennent le nombre de bénéficiaires et le montant total des prestations, par catégorie de prestation.

Article 11

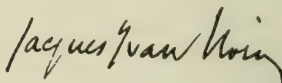
Le présent Arrangement entre en vigueur à la même date que l'Entente et pour une même durée.

Fait à *Quebec*, le *30 Mars*, en double exemplaire, en français et en anglais, les deux textes faisant également foi.

Pour le Gouvernement
des Etats-Unis d'Amérique



Pour le Gouvernement
du Québec



CANADA

Social Security: Pension Plan

Agreement amending the agreement of May 5, 1967.

Effectuated by exchange of letters

Signed at Ottawa October 12 and December 19, 1983;

Entered into force December 19, 1983;

Effective October 1, 1983 and August 1, 1984.

*The Canadian Minister of National Revenue to the American
Ambassador*



Minister
Revenue Canada

Ministre
Revenu Canada

House of Commons
Ottawa, Canada
K1A 0A6

Chambre des communes

October 12, 1983

His Excellency Paul Heron Robinson Jr.
Ambassador of the United States of America
100 Wellington Street
Ottawa, Ontario
K1P 5T1

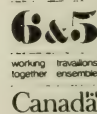
Excellency,

I have the honour to refer to the Agreement between Canada and the United States concerning Canada Pension Plan coverage for locally engaged employees at United States civilian and military establishments in Canada, signed at Ottawa on May 5, 1967.^[1]

As the result of recent consultations between officials of our two governments I have the honour to propose that the Agreement be amended as follows:

- (a) Delete from Article II, section 1, the words "who are not covered by the Civil Service Retirement System or other United States Government-financed pension plan".
- (b) Delete clause (b) of Article III and replace by the following:
 - "(b) Persons who have, since before October 1, 1983, participated in the Civil Service Retirement System or other United States Government-financed pension plan and have elected not to participate in the Canada Pension Plan."
- (c) Add to Article IV, immediately after section 2 thereof, the following section:

Canada



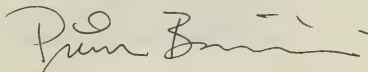
¹ TIAS 6254; 18 UST 486.

"3. The Government of the United States of America and the Government of Canada agree that employment in Quebec, that is pensionable employment by virtue of Article V, shall be subject to the provisions of the Quebec Pension Plan rather than the Canada Pension Plan. In this regard, the Government of the United States of America agrees with respect to the persons described in Article II (other than those also described in Article III) who are employed by it in Quebec, to make and remit deductions and to pay contributions as an employer of such persons as required by the Quebec Pension Plan and the Regulations made thereunder and in force from time to time."

- (d) Delete from Article V, the phrase "as stated in Article II" and replace by the following phrase "as described in Article II and not excluded by Article III".

If these amendments are acceptable to the Government of the United States, I have the honour to propose that this letter, which is authentic in English and French, and your reply to that effect shall constitute an Agreement between our two governments to amend the Agreement of May 5, 1967, concerning the Canada Pension Plan, which shall enter into force on the date of your reply. I would also propose that the first two amendments as well as the fourth should take effect from October 1, 1983, and that the effective date of the third should coincide with that of an understanding on matters of social security which your Government signed on March 30, 1983 with the Government of Quebec in accordance with Article XX of the Agreement between the Government of Canada and the Government of the United States of America with respect to social security which was signed in Ottawa on March 11, 1981.^[1]

Accept, Excellency, the assurances of my highest consideration.



Pierre Bussi res

¹TIAS 10863 supra; entered into force Aug. 1, 1984.



Minister
Revenue Canada

Ministre
Revenu Canada

House of Commons
Ottawa, Canada
K1A 0A6

Chambre des communes

le 12 octobre 1983

Son Excellence Monsieur Paul Heron Robinson, Jr.
Ambassadeur des États-Unis d'Amérique
100, rue Wellington
Ottawa (Ontario)
K1P 5T1

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer à l'Accord entre le Canada et les États-Unis signé le 5 mai 1967 à Ottawa, concernant la participation des employés recrutés sur place des établissements civils et militaires des États-Unis au Canada, au Régime de pensions du Canada.

Donnant suite aux consultations récentes entre les représentants de nos deux gouvernements, j'ai l'honneur de proposer que l'Accord soit modifié comme suit:

- a) Supprimer le passage suivant de la section 1 de l'Article II: "exclus du Régime de pensions de retraite de la Fonction publique ou d'un autre régime de pensions commandité par le Gouvernement des États-Unis".
- b) Supprimer la clause b) de l'Article III et la remplacer par ce qui suit:

"b) Les individus qui participent, depuis une date antérieure au 1^{er} jour d'octobre 1983, au Régime de pensions de retraite de la Fonction publique ou à un autre régime de pensions commandité par le Gouvernement des États-Unis et ont choisi de ne pas participer au Régime de pensions du Canada."
- c) Ajouter la section suivante immédiatement après la section 2 de l'Article IV:

Canada

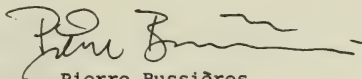


"3. Le Gouvernement des États-Unis d'Amérique et le Gouvernement du Canada conviennent qu'un emploi au Québec, ouvrant droit à pension en vertu de l'Article V, est assujéti aux dispositions du Régime de rentes du Québec plutôt qu'à celles du Régime de pensions du Canada. À cet égard, le Gouvernement des États-Unis d'Amérique consent, en ce qui concerne les individus décrits à l'Article II (autres que ceux qui sont aussi décrits à l'Article III) qu'il emploie au Québec, à opérer et à verser les retenues et à payer des cotisations en qualité d'employeur de ces individus, conformément aux dispositions du Régime de rentes du Québec et aux Règlements édictés en vertu de ce Régime et mis en vigueur de temps à autre."

- d) Supprimer, à l'Article V, la phrase "tels qu'ils sont visés à l'Article II" et la remplacer par la phrase "tels qu'ils sont décrits à l'Article II et non exclus par l'Article III".

Si ces modifications sont acceptables pour le Gouvernement des États-Unis, j'ai l'honneur de proposer que la présente lettre (dont les versions anglaise et française sont authentiques) et votre réponse dans le même sens constituent un accord entre nos deux gouvernements, visant à modifier l'Accord du 5 mai 1967 relatif au Régime de pensions du Canada, et entrant en vigueur à la date de votre réponse. Je propose également que les deux premières modifications ainsi que la quatrième prennent effet au 1^{er} octobre 1983 et que la mise en application de la troisième modification coïncide avec celle d'une entente en matière de sécurité sociale que votre Gouvernement a signée le 30 mars 1983 avec le Gouvernement du Québec, conformément à l'Article XX de l'Accord entre le Gouvernement du Canada et le Gouvernement des États-Unis d'Amérique en matière de sécurité sociale, lequel a été signé le 11 mars 1981 à Ottawa.

Je vous pris d'agréer, Monsieur l'Ambassadeur, l'assurance de mon profond respect.



Pierre Bussièrès

*The American Ambassador to the Canadian Minister of National
Revenue*

EMBASSY OF THE UNITED STATES
OTTAWA, CANADA

Ottawa, December 19, 1983

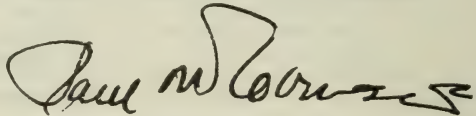
The Honorable Pierre Bussieres
Minister of National Revenue
House of Commons, Room 416
Ottawa, Ontario K1A 0A6

Dear Mr. Bussieres:

I have the honor to refer to your letter of October 12, 1983 concerning proposed amendments to the Agreement between the United States of America and Canada concerning Canada Pension Plan coverage for locally engaged employees at United States civilian and military establishments in Canada, signed at Ottawa on May 5, 1967.

I am pleased to inform you that these amendments meet with the approval of the Government of the United States of America. I have the honor to confirm, therefore, that your letter and this reply shall constitute an Agreement between our two Governments on this matter, which shall enter into force on the date of this reply with effect from the dates suggested in your letter.

Please accept the assurances of my highest consideration.



Paul H. Robinson, Jr.
Ambassador

FINLAND

Scientific Cooperation: Cold Regions Engineering

Memorandum of understanding signed at Helsinki December 12, 1983;

Entered into force December 12, 1983.

MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. ARMY CORPS OF ENGINEERS AND
THE TECHNICAL RESEARCH CENTRE OF FINLAND ON TECHNICAL-SCIENTIFIC
COOPERATION

The U.S. Army Corps of Engineers (referred to as "USACE") and the
Technical Research Centre of Finland (known as Valtion teknillinen
tutkimuskeskus and referred to as "VTT"), hereby agree to this memorandum
of understanding (referred to as "memorandum"):

(1) OBJECTIVES OF THE MEMORANDUM

VTT and USACE (hereinafter referred to as the "parties") have in the past
cooperated in cold regions technology research. In order to further the
development of this cooperation, the parties have agreed to operate under
the terms of this memorandum for cooperation in cold regions engineering,
scientific and technological research. Results of this co-operation are
allowed to be used only for civilian purposes.

(2) FORMS OF COOPERATION. THIS COOPERATION MAY TAKE THE FOLLOWING FORMS:

- A. joint research
- B. exchange of documents and publications on the subject of the joint
research and
- C. exchange of experts.

(3) SUBJECTS OF COOPERATION

It is contemplated by the parties that they will agree upon various joint
activities within the context of this memorandum in such general areas
as the use of concrete in cold regions; cold regions building technology
(including maintenance and rehabilitation of structures); materials
technology at low temperatures; modeling of structures and ships in ice-
infested waters; and winter navigation on inland waterways. - The parties
have agreed on the first joint research project which will be
"construction and repair of concrete structures at low temperatures when
using special concretes and admixtures." This specific project plan will
be attached as appendix 1 to this memorandum.^[1]

(4) WORKING SCHEDULES

The parties shall prepare working schedules for each calendar year. These
working schedules will be agreed at and signed by both parties. The
working schedule for 1983 will be attached as appendix 2 to this
memorandum.^[1]

¹ Not printed.

(5) FINANCIAL CONDITIONS

Each party shall pay the costs and expenses of its own participation unless otherwise determined by agreement of the parties in the specific project plans or the working schedules. The participation of the parties shall be subject to the availability of funds and personnel.

(6) DISPOSITION OF INTELLECTUAL PROPERTY

All technical information developed through joint activities under this memorandum will be available to both parties. Results of joint research may be published by either party unless otherwise determined in the annual working schedules or in specific project plans. The disposition of patents, designs, trade secrets, copyrights, rights in computer software and other proprietary rights in technical data, and all other intellectual property arising from cooperative activities under this memorandum shall be as follows: title in and to individual pieces of such property shall reside in the country of the party that hosted the work which resulted in the development of a given piece of such property, with reservation to the country of the other party of an exclusive-license in and to the given piece of such property within its territories, and a non-exclusive license in and to the given piece of such property in all other countries, including the host country, except as may be specifically provided otherwise in the specific project plans adopted by the parties for any given joint research project entered into under this memorandum.

(7) ASSIGNABILITY

This memorandum of understanding shall not be assignable by either party without the written consent of the other party.

(8) LANGUAGE

The parties shall use the English language for all correspondence and for all documents exchanged.

(9) CONFIDENTIALITY

Both parties agree to refrain both during the term of this Agreement and thereafter from using or communicating to third parties any trade secrets or confidential information so designated by either party relating to a party's products or business which the parties may come to know through their contact under this Agreement.

(10) ENTRY INTO FORCE AND DURATION

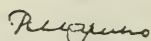
This memorandum shall enter into force upon signature by both parties. This memorandum shall expire on December 31, 1986, unless extended by written agreement of the parties. This memorandum may be amended by written agreement of the parties. Either party may terminate this memorandum by providing the other party with three months advance written notice. Unless otherwise agreed, such termination shall not affect the validity of any arrangements made under this memorandum.

(11) MISCELLANEOUS

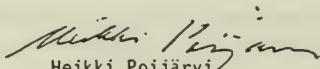
This memorandum and activities under it shall be subject to the applicable laws and regulations of the country of each party. Both parties agree to provide the necessary means and facilities for the successful realization of the objectives of this memorandum, including using their best efforts to facilitate, subject to the laws and regulations of the receiving country, the entry and exit of personnel engaged in, and equipment necessary to, the successful accomplishment of the cooperative activities covered by this memorandum.

December 12, 1983 Espoo

THE TECHNICAL RESEARCH CENTRE OF FINLAND

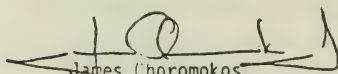


Pekka Jauho
Director General



Heikki Poijärvi
Research Director

THE U.S. ARMY CORPS OF ENGINEERS



James Choromokos
Chief of R & D Office of U.S. Army

MULTILATERAL

Atomic Energy: Enriched Uranium Transfer for a Research Reactor

Agreement signed at Vienna December 2, 1983;

Entered into force December 2, 1983.

With exchange of notes.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND
THE GOVERNMENTS OF THE KINGDOM OF MOROCCO AND THE UNITED STATES
OF AMERICA CONCERNING THE TRANSFER OF ENRICHED URANIUM FOR A
RESEARCH REACTOR

WHEREAS the Government of the Kingdom of Morocco (hereinafter called "Morocco"), desiring to establish a project consisting of a reactor for training and research purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing the special fissionable material therefor;

WHEREAS Morocco on 30 January 1973 concluded with the Agency an agreement for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter called the "Treaty Safeguards Agreement");^[1]

WHEREAS Morocco and the Government of the United States of America (hereinafter called the "United States") reaffirm their support of the objectives of the Statute of the Agency (hereinafter called the "Statute") and their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which, to the maximum extent, will prevent the proliferation of nuclear explosive devices;

WHEREAS Morocco has made arrangements with a manufacturer in the United States of America (hereinafter called the "manufacturer") for the fabrication of enriched uranium into fuel elements for the reactor;

WHEREAS under the Agreement for Co-operation between the Agency and the United States, concluded on 11 May 1959, as amended^[2] (hereinafter called the "Co-operation Agreement"), the United States undertook to make available to the Agency pursuant to the Statute certain quantities of special fissionable material, and also undertook, subject to various applicable provisions and licence requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for Members of the Agency in connection with an Agency-assisted project.

WHEREAS, pursuant to the Co-operation Agreement, the Agency and the United States on 14 June 1974 concluded a Master Agreement Governing Sales of Source, By-Product and Special Nuclear Materials for Research Purposes (hereinafter called the "Master Agreement");^[3] and

WHEREAS the Board of Governors of the Agency (hereinafter called the "Board") approved the project on 6 October 1983;

NOW THEREFORE the Agency, Morocco and the United States hereby agree as follows:

¹ IAEA doc. INFCIRC/140.

² TIAS 4291, 7852, 9762; 10 UST 1424; 25 UST 1199;
32 UST 1143.

³ IAEA doc. INFCIRC/210.

ARTICLE I

Definition of the Project

1. The project to which this Agreement relates is the establishment at the National School of Mineral Industry (hereinafter called "ENIM") at Rabat, in Morocco, of a TRIGA Mark I research reactor (hereinafter called the "reactor"), to be operated by ENIM for training and research purposes.
2. This Agreement shall, mutatis mutandis, apply to any additional assistance provided by the Agency to Morocco for the project.
3. Except as specified in this Agreement, neither the Agency nor the United States assumes any obligations or responsibilities insofar as the project is concerned.

ARTICLE II

Supply of Enriched Uranium

1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Morocco of approximately 12 896 grams of uranium enriched to approximately 19.90 per cent by weight in the isotope uranium-235 (hereinafter called the "supplied material"), contained in fuel elements for the reactor.
2. The United States, subject to the provisions of the Co-operation Agreement and the Master Agreement and to the issuance of any required licences or permits, shall transfer to the Agency and the Agency shall transfer to Morocco the supplied material.
3. The particular terms and conditions for the transfer of the supplied material, including all charges for or connected with such material, a schedule of deliveries and shipping instructions, shall be specified in a Supplemental Contract to the Master Agreement to be concluded by the Agency, Morocco and the United States (hereinafter called the "Supplemental Contract") in implementation of this Agreement.
4. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively by and remain at ENIM, unless Morocco and the United States otherwise agree.
5. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be stored or reprocessed or otherwise altered in form or content only under conditions and in facilities acceptable to Morocco and the United States. Such materials shall not be further enriched unless Morocco and the United States agree.

ARTICLE III

Shipment of the Supplied Material

All arrangements for the export from the United States of America of the supplied material shall be the responsibility of Morocco and the manufacturer. Prior to the export of any part of such material, Morocco shall notify the Agency of the amount thereof and of the date, place and method of shipment.

ARTICLE IV

Payment

1. Morocco shall pay the manufacturer all charges for or connected with the fabrication of the supplied material into fuel elements for the reactor in accordance with the arrangements made between them.
2. Morocco shall pay the United States all charges for or connected with the supplied material in accordance with the provisions of the Supplemental Contract, except as provided for in paragraph 4 of this Article.
3. In extending their assistance for the project, neither the Agency nor the United States assumes any financial responsibility in connection with the transfer of the supplied material by the United States to Morocco.
4. In order to assist and encourage research on peaceful nuclear uses or for medical therapy, the United States has in each calendar year offered to distribute to the Agency, free of charge, special fissionable material of a value of up to \$ 50 000 at the time of transfer, to be supplied from the amounts specified in Article II.A of the Co-operation Agreement. If the United States finds the project to which this Agreement relates eligible, it shall decide by the end of the calendar year in which this Agreement is concluded on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and Morocco of that decision. The payment provided for in paragraph 2 of this Article shall be reduced by the value of any gift material thus made available or, if payment for such material has been made by Morocco, the United States shall credit Morocco with the value of such material.

ARTICLE V

Transport, Handling and Use

Morocco and the United States shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. Neither the United States nor the Agency warrants the suitability or fitness of the supplied material for any particular use or application or shall at any time bear any responsibility towards Morocco or any person for any claims arising out of the transport, handling and use of the supplied material.

ARTICLE VI

Safeguards

1. Morocco undertakes that the supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall not be used for the manufacture of any nuclear weapon or any nuclear explosive device, or for research on or the development of any nuclear weapon or any nuclear explosive device, or for any other military purpose.

2. The safeguards rights and responsibilities of the Agency provided for in Article XII.A of the Statute are relevant to the project and shall be implemented and maintained with respect to the project. Morocco shall cooperate with the Agency to facilitate the implementation of the safeguards required by this Agreement.

3. The implementation of the Agency's safeguards rights and responsibilities referred to in paragraph 2 of this Article is satisfied by the application of safeguards procedures pursuant to the Treaty Safeguards Agreement signed on 30 January 1973 and which entered into force on 18 February 1975.

4. In the event the Board determines, in accordance with Article XII.C of the Statute, that there has been any non-compliance with paragraph 1 or 2 of this Article, the Board shall call upon Morocco to remedy such non-compliance forthwith, and the Board shall make such reports as it deems appropriate. In the event of failure by Morocco to take fully corrective action within a reasonable time, the Board may take any other measures provided for in Article XII.C of the Statute.

5. Upon request of the United States, Morocco shall inform the United States of the status of all inventories of any materials required to be safeguarded pursuant to this Agreement. If the United States so requests, Morocco shall permit the Agency to inform the United States of the status of all such inventories to the extent such information is available to the Agency.

ARTICLE VII

Safety Standards and Measures

The safety standards and measures specified in Annex A to this Agreement shall apply to the project.

ARTICLE VIII

Agency Inspectors

The relevant provisions of the Treaty Safeguards Agreement shall apply to Agency inspectors performing functions pursuant to this Agreement.

ARTICLE IX

Scientific Information

In conformity with Article VIII.B of the Statute, Morocco shall make available to the Agency without charge all scientific information developed as a result of the assistance provided by the Agency for the project.

ARTICLE X

Languages

All reports and other information required for the implementation of this Agreement shall be submitted to the Agency in one of the working languages of the Board.

ARTICLE XI

Physical Protection

1. Morocco undertakes that adequate physical protection measures shall be maintained with respect to the supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material.

2. The Parties to this Agreement (hereinafter called the "Parties") agree to the levels for the application of physical protection set forth in Annex B to this Agreement, which levels may be modified by mutual consent of the Parties without amendment to this Agreement. Morocco shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in Agency document INFCIRC/225/Rev.1, entitled "The Physical Protection of Nuclear Material", as it may be revised from time to time.

ARTICLE XII

Settlement of Disputes

1. Any decision of the Board concerning the implementation of Article VI, VII or VIII shall, if the decision so provides, be given effect immediately by the Agency and Morocco pending the final settlement of any dispute.

2. Any dispute arising out of the interpretation or implementation of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the Parties concerned, shall on the request of any such Party be submitted to an arbitral tribunal composed as follows: each Party to the dispute shall designate one arbitrator and the arbitrators so designated shall by unanimous decision elect an additional arbitrator, who shall be the Chairman. If the number of arbitrators so selected is even, the Parties to the dispute shall by unanimous decision elect an additional arbitrator. If within thirty (30) days of the request for arbitration any Party to the dispute has not designated an arbitrator, any other Party to the dispute may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if within thirty (30) days of the designation or appointment of the arbitrators, the Chairman or any required additional arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedures shall be established by the tribunal, whose decisions, including

all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties to the dispute, shall be final and binding on all the Parties concerned. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

ARTICLE XIII

Entry into Force and Duration

1. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of Morocco and the United States.
2. This Agreement shall continue in effect so long as any material, equipment or facility which was ever subject to this Agreement remains in the territory of Morocco or under its jurisdiction or control anywhere, or until such time as the Parties agree that such material, equipment or facility is no longer usable for any nuclear activity relevant from the point of view of safeguards.

ACCORD ENTRE L'AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE,
LE GOUVERNEMENT DU ROYAUME DU MAROC ET LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE CONCERNANT LA CESSION D'URANIUM ENRICHI
POUR UN REACTEUR DE RECHERCHE

CONSIDERANT que le Gouvernement du Royaume du Maroc (ci-après dénommé "le Maroc"), désireux d'entreprendre des travaux de recherche et de former du personnel au moyen d'un réacteur, a fait appel à l'Agence internationale de l'énergie atomique (ci-après dénommée "l'Agence") en vue d'obtenir les produits fissiles spéciaux nécessaires à la mise en service du réacteur;

CONSIDERANT que le Maroc et l'Agence ont conclu le 30 janvier 1973 un accord relatif à l'application de garanties dans le cadre du Traité sur la non-prolifération des armes nucléaires (ci-après dénommé "l'Accord de garanties relatif au Traité");

CONSIDERANT que le Maroc et le Gouvernement des Etats-Unis d'Amérique (ci-après dénommé "les Etats-Unis") réaffirment leur désir d'appuyer les objectifs du Statut de l'Agence (ci-après dénommé "le Statut") et s'engagent à veiller à ce que le développement et l'emploi à des fins pacifiques de l'énergie nucléaire dans le monde s'effectuent dans le cadre de dispositions qui empêchent le plus possible la prolifération des dispositifs explosifs nucléaires;

CONSIDERANT que le Maroc a conclu des arrangements avec un fabricant des Etats-Unis d'Amérique (ci-après dénommé "le fabricant") en vue de la transformation de l'uranium enrichi en éléments combustibles pour le réacteur;

CONSIDERANT que, en vertu de l'Accord de coopération conclu entre l'Agence et les Etats-Unis le 11 mai 1959 et amendé (ci-après dénommé "l'Accord de coopération"), les Etats-Unis se sont engagés à fournir à l'Agence, conformément à son Statut, certaines quantités de produits fissiles spéciaux et en outre, sous réserve de diverses dispositions pertinentes et de diverses prescriptions relatives aux licences, à permettre, sur demande de l'Agence, que des personnes placées sous la juridiction des Etats-Unis prennent des dispositions en vue de la cession et de l'exportation de matières, d'équipement ou d'installations au bénéfice d'Etats Membres de l'Agence dans le cadre d'un projet auquel une assistance est fournie par l'Agence;

CONSIDERANT que, en application de l'Accord de coopération, l'Agence et les Etats-Unis ont conclu le 14 juin 1974 un accord cadre relatif à la vente de matières brutes, de produits dérivés et de matières nucléaires spéciales destinés à la recherche (ci-après dénommé "l'Accord cadre");

CONSIDERANT que le Conseil des gouverneurs de l'Agence (ci-après dénommé "le Conseil") a approuvé le projet le 6 octobre 1983;

EN CONSEQUENCE, l'Agence, le Maroc et les Etats-Unis sont convenus par les présentes de ce qui suit:

ARTICLE PREMIER

Définition du projet

1. Le projet auquel se rapporte le présent Accord consiste à doter l'Ecole Nationale de l'Industrie Minérale (ci-après dénommée "l'ENIM") à Rabat (Maroc) d'un réacteur de recherche TRIGA Mark I (ci-après dénommé "le réacteur") qui sera exploité par l'ENIM pour la formation du personnel et pour des travaux de recherche.
2. Cet Accord s'applique, mutatis mutandis, à toute assistance supplémentaire fournie par l'Agence au Maroc au titre du projet.
3. Sous réserve des dispositions du présent Accord, ni l'Agence ni les Etats-Unis ne se reconnaissent aucune obligation ni responsabilité en relation avec le projet.

ARTICLE II

Fourniture d'uranium enrichi

1. L'Agence, en application de l'article IV de l'Accord de coopération, demande aux Etats-Unis de permettre la cession au Maroc et l'exportation dans ce pays d'environ 12 896 grammes d'uranium enrichi à environ 19,90% en poids en isotope 235 (ci-après dénommé "la matière fournie"), contenu dans des éléments combustibles destinés au réacteur.
2. Les Etats-Unis, sous réserve des dispositions de l'Accord de coopération et de l'Accord cadre et de la délivrance de toute licence ou autorisation nécessaire, cèdent à l'Agence et l'Agence cède au Maroc la matière fournie.
3. Les conditions et modalités particulières de cession de la matière fournie, y compris tous les frais correspondant ou liés à cette matière, un calendrier de livraison et des instructions d'expédition, sont précisées dans un contrat complémentaire à l'Accord cadre, à conclure entre l'Agence, le Maroc et les Etats-Unis (ci-après dénommé "le Contrat complémentaire") lors de la mise en oeuvre du présent Accord.
4. La matière fournie ainsi que tout produit fissile spécial obtenu grâce à son utilisation, y compris les générations ultérieures de produits fissiles spéciaux obtenus, sont utilisés exclusivement par l'ENIM et y restent, à moins que le Maroc et les Etats-Unis n'en conviennent autrement.
5. La matière fournie ainsi que tout produit fissile spécial obtenu grâce à son utilisation, y compris les générations ultérieures de produits fissiles spéciaux obtenus, ne sont entreposés, retraités ou autrement modifiés dans leur forme ou leur teneur que selon des conditions et dans des installations acceptables pour le Maroc et les Etats-Unis. La matière fournie ne fait pas l'objet d'un enrichissement supplémentaire, à moins que le Maroc et les Etats-Unis n'en conviennent.

ARTICLE III

Expédition de la matière fournie

Il incombe au Maroc et au fabricant de prendre toutes les dispositions relatives à l'exportation de la matière fournie hors des Etats-Unis d'Amérique. Avant l'exportation de toute partie de cette matière, le Maroc notifie à l'Agence la quantité de matière ainsi que la date, le lieu et le mode d'expédition.

ARTICLE IV

Paiement

1. Le Maroc règle au fabricant toutes les sommes facturées correspondant ou liées à la transformation de la matière fournie en éléments combustibles pour le réacteur, conformément aux arrangements conclus entre le Maroc et le fabricant.
2. Sous réserve des dispositions de l'alinéa 4 du présent article, le Maroc règle aux Etats-Unis toutes les sommes facturées correspondant ou liées à la matière fournie, conformément aux termes du Contrat complémentaire.
3. En fournissant leur aide pour le projet, ni l'Agence ni les Etats-Unis n'assument de responsabilité financière en relation avec la cession de la matière fournie par les Etats-Unis au Maroc.
4. Afin de favoriser et d'encourager la recherche sur les applications pacifiques de l'énergie d'origine nucléaire ou à des fins thérapeutiques médicales, les Etats-Unis ont offert, pour chaque année civile, de mettre gratuitement à la disposition de l'Agence des produits fissiles spéciaux à concurrence d'une valeur de 50 000 dollars au moment de la cession, qui seront prélevés sur les quantités indiquées à l'alinéa A de l'article II de l'Accord de coopération. Si les Etats-Unis jugent que le projet auquel se rapporte le présent Accord remplit les conditions pour bénéficier d'un tel don, ils décident à la fin de l'année civile au cours de laquelle le présent Accord est conclu de la proportion dans laquelle le projet bénéficiera éventuellement d'un tel don et notifient promptement cette décision à l'Agence et au Maroc. Les paiements prévus à l'alinéa 2 du présent article sont réduits de la valeur de toute matière fournie ainsi à titre de don ou, si le Maroc a effectué des règlements au titre de cette matière, les Etats-Unis inscriront au crédit du Maroc la valeur d'une telle matière.

ARTICLE V

Transport, manutention et utilisation

Le Maroc et les Etats-Unis prennent toutes les mesures appropriées afin que le transport, la manutention et l'utilisation de la matière fournie ne présentent aucun danger. Ni les Etats-Unis ni l'Agence ne garantissent que la matière fournie soit appropriée à une utilisation ou application déterminée, ni n'assument à aucun moment de responsabilité à l'égard du Maroc ou de toute autre personne au titre du transport, de la manutention ou de l'utilisation de la matière fournie.

ARTICLE VI

Garanties

1. Le Maroc s'engage à ne pas utiliser la matière fournie ni aucun produit fissile spécial obtenu grâce à son utilisation, y compris les générations ultérieures de produits fissiles spéciaux obtenus, pour la fabrication d'armes nucléaires ou de tout dispositif explosif nucléaire ou pour des travaux de recherche ou de développement sur des armes nucléaires ou tout dispositif explosif nucléaire, ou pour toute autre fin militaire.
2. Les droits et responsabilités de l'Agence en matière de garanties, prévus à l'alinéa A de l'Article XII de son Statut, s'appliquent au projet et sont assumés par l'Agence à son égard. Le Maroc coopère avec l'Agence pour faciliter l'application des garanties requises par le présent Accord.
3. La mise en oeuvre des droits et des responsabilités de l'Agence en matière de garanties prévus à l'alinéa 2 du présent article est assurée par l'application des méthodes de garanties conformément à l'Accord de garanties dans le cadre du Traité, signé le 30 janvier 1973 et entré en vigueur le 18 février 1975.
4. Si le Conseil estime, conformément à l'alinéa C de l'Article XII du Statut, qu'il y a eu violation de l'alinéa 1 ou de l'alinéa 2 du présent article, il enjoint au Maroc de mettre fin immédiatement à cette violation et fait les rapports qu'il juge appropriés. Si le Maroc ne prend pas dans un délai raisonnable toute mesure propre à mettre fin à cette violation, le Conseil peut prendre toute autre mesure prévue à l'alinéa C de l'Article XII du Statut.
5. Sur la demande des Etats-Unis, le Maroc informe les Etats-Unis de l'état de tous les stocks de toutes les matières qui doivent être soumises aux garanties en vertu du présent Accord. Si les Etats-Unis en font la demande, le Maroc autorise l'Agence à informer les Etats-Unis de l'état de tous ces stocks dans la mesure où l'Agence dispose de ces renseignements.

ARTICLE VII

Normes et mesures de sûreté

Les normes et mesures de sûreté spécifiées à l'annexe A du présent Accord s'appliquent au projet.

ARTICLE VIII

Inspecteurs de l'Agence

Les dispositions pertinentes de l'Accord de garanties dans le cadre du Traité s'appliquent aux inspecteurs de l'Agence dans l'exercice de leurs fonctions en vertu du présent Accord.

ARTICLE IX

Renseignements techniques

Conformément à l'alinéa B de l'Article VIII du Statut, le Maroc met à la disposition de l'Agence, à titre gracieux, tous les renseignements scientifiques qui sont le fruit de l'aide accordée par l'Agence dans le cadre du présent projet.

ARTICLE X

Langues

Tous les rapports et autres renseignements nécessaires à la mise en oeuvre du présent Accord seront soumis à l'Agence dans l'une des langues de travail du Conseil.

ARTICLE XI

Protection physique

1. Le Maroc s'engage à assurer une protection physique appropriée en ce qui concerne la matière fournie ainsi que tout produit fissile spécial obtenu grâce à son utilisation, y compris les générations ultérieures de produits fissiles spéciaux obtenus.
2. Les Parties au présent Accord (ci-après dénommées "les Parties") acceptent les niveaux de protection physique définis à l'annexe B au présent Accord, ces niveaux pouvant être modifiés par consentement mutuel des Parties sans amendement à cet Accord. Le Maroc applique des mesures de protection physique adéquates correspondant à ces niveaux. Ces mesures assurent au minimum une protection comparable à celle qui est prévue dans le document de l'Agence INFCIRC/225/Rev.1, intitulé "La protection physique des matières nucléaires", tel qu'il pourra être révisé le cas échéant.

ARTICLE XII

Règlement des différends

1. Toute décision du Conseil concernant la mise en oeuvre des articles VI, VII ou VIII est, si elle en dispose ainsi, immédiatement appliquée par le Maroc et l'Agence en attendant le règlement définitif du différend.
2. Tout différend portant sur l'interprétation ou l'application du présent Accord, qui n'est pas réglé par voie de négociation ou par un autre moyen agréé par les Parties intéressées, est soumis, à la demande de l'une des Parties intéressées, à un tribunal d'arbitrage ayant la composition suivante: chacune des Parties au différend désigne un arbitre et les arbitres ainsi désignés élisent à l'unanimité un arbitre supplémentaire qui préside le tribunal. Si le nombre

d'arbitres ainsi choisis est un nombre pair, les Parties au différend élisent à l'unanimité un arbitre supplémentaire. Si l'une des Parties au différend n'a pas désigné d'arbitre dans les trente (30) jours qui suivent la demande d'arbitrage, l'une des autres Parties au différend peut demander au Président de la Cour internationale de Justice de nommer le nombre nécessaire d'arbitres. La même procédure est appliquée si dans les trente (30) jours qui suivent la désignation ou la nomination des arbitres, le président ou l'arbitre supplémentaire éventuellement nécessaire n'a pas été élu. Le quorum est constitué par la majorité des membres du tribunal d'arbitrage et toutes les décisions sont prises à la majorité des voix. La procédure d'arbitrage est fixée par le tribunal; toutes les Parties au différend doivent se conformer aux décisions du tribunal, y compris toutes décisions relatives à sa constitution, à sa procédure, à sa compétence et à la répartition des frais d'arbitrage entre les Parties au différend. La rémunération des arbitres est déterminée sur la même base que celle des juges ad hoc de la Cour internationale de Justice.

ARTICLE XIII

Entrée en vigueur et durée

1. Le présent Accord entre en vigueur lors de sa signature par le Directeur général de l'Agence ou en son nom et par les représentants dûment habilités du Maroc et des Etats-Unis.
2. Le présent Accord reste en vigueur aussi longtemps que des matières nucléaires, du matériel ou des installations déjà soumis aux dispositions qu'il comporte se trouvent sur le territoire du Maroc ou sous sa juridiction ou sous son contrôle en quelque lieu que ce soit, ou jusqu'à ce que les Parties conviennent que ces matières, ce matériel ou ces installations ne sont plus utilisables pour une activité nucléaire présentant une importance du point de vue des garanties.

FAIT à Vienne, le 2 décembre 1983, en trois exemplaires en langues anglaise et française, les deux textes faisant également foi.

DONE in Vienna on the second day of December 1983, in triplicate in the French and English languages, the texts in both languages being equally authentic.

Pour l'AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE:
For the International Atomic Energy Agency:

M. Zifferero [1]

Pour le GOUVERNEMENT DU ROYAUME DU MAROC:
For the GOVERNMENT OF THE KINGDOM OF MOROCCO:

Abderrahmane Baddou [2]

Pour le GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:
For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

Richard S. Williamson [3]

¹ M. Zifferero.

² Abderrahmane Baddou.

³ Richard S. Williamson.

ANNEX A

SAFETY STANDARDS AND MEASURES

1. The safety standards and measures applicable to the project shall be those defined in Agency document INFCIRC/18/Rev.1 (hereinafter called the "Safety Document") as specified below.
2. Morocco shall apply the Agency's Basic Safety Standards for Radiation Protection and the relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials, as they may be revised by the Agency from time to time, and shall as far as possible apply them also to any shipment of the supplied material outside the jurisdiction of Morocco. Morocco shall endeavour to ensure safety conditions as recommended in the Agency's Code of Practice on the Safe Operation of Critical Assemblies and Research Reactors and other relevant Codes of Practice.
3. Morocco shall arrange for the submission to the Agency, at least thirty (30) days prior to the proposed transfer of any part of the supplied material to the jurisdiction of Morocco, of a detailed safety analysis report containing the information specified in paragraph 4.7 of the Safety Document, with particular reference to the following types of operations, to the extent that all relevant information is not yet available to the Agency.
 - (a) Receipt and handling of the supplied material;
 - (b) Loading of the supplied material into the reactor;
 - (c) Start-up and pre-operational testing of the reactor with the supplied material;
 - (d) Experimental program and procedures involving the reactor;
 - (e) Unloading of the supplied material from the reactor; and
 - (f) Handling and storage of the supplied material after unloading from the reactor.
4. Once the Agency has determined that the safety measures provided for the project are adequate, the Agency shall give its consent for the start of the proposed operations. Should Morocco desire to make substantial modifications to the procedures with respect to which information has been submitted, or to perform any operations with the reactor or the supplied material with respect to which operations no information has been submitted, it shall submit to the Agency all relevant information as specified in paragraph 4.7 of the Safety Document, on the basis of which the Agency may require the application of additional safety measures in accordance with paragraph 4.8 of the Safety Document. Once Morocco has undertaken to apply the additional safety measures requested by the Agency, the Agency shall give its consent for the modifications or operations envisaged by Morocco.
5. Morocco shall arrange for submission to the Agency, as appropriate, of the reports specified in paragraphs 4.9 and 4.10 of the Safety Document.

6. The Agency may, in agreement with Morocco, send safety missions for the purpose of providing advice and assistance to Morocco in connection with the application of adequate safety measures to the project, in accordance with paragraphs 5.1 and 5.3 of the Safety Document. Moreover, special safety missions may be arranged by the Agency in the circumstances specified in paragraph 5.2 of the Safety Document.

7. Changes in the safety standards and measures laid down in this Annex may be made by mutual consent between the Agency and Morocco in accordance with paragraphs 6.2 and 6.3 of the Safety Document.

ANNEX B

LEVELS OF PHYSICAL PROTECTION

Pursuant to Article XI, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of nuclear material listed in the attached table shall as a minimum include protection characteristics as follows:

CATEGORY III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

CATEGORY II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

CATEGORY I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault short of war, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL^a

Material	Form	Category		
		I	II	III
1. Plutonium ^{a,f}	Unirradiated ^b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less ^c
2. Uranium-235 ^d	Unirradiated ^b			
	— uranium enriched to 20% ²³⁵ U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less ^c
	— uranium enriched to 10% ²³⁵ U but less than 20%	—	10 kg or more	Less than 10 kg ^c
	— uranium enriched above natural, but less than 10% ²³⁵ U	—	—	10 kg or more
3. Uranium-233	Unirradiated ^b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less ^c

^a All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

^b Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

^c Less than a radiologically significant quantity should be exempted.

^d Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

^e Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

^f The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

[Footnotes in the original.]

ANNEXE A

NORMES ET MESURES DE SÛRETÉ

1. Les normes et mesures de sûreté applicables au projet sont celles qui sont définies dans le document de l'Agence INFCIRC/18/Rev.1 (ci-après dénommé "le Document relatif à la sûreté"), telles qu'elles sont spécifiées ci-après.
2. Le Maroc applique les Normes fondamentales de radioprotection de l'Agence et les dispositions pertinentes du Règlement de transport des matières radioactives établi par l'Agence, en tenant compte des révisions périodiques dont lesdites Normes et ledit Règlement font l'objet, et les applique dans la mesure du possible également à tout envoi de matière fournie hors de la juridiction du Maroc. Le Maroc s'efforce de faire en sorte que soient remplies les conditions de sûreté recommandées dans le code de bonne pratique de l'Agence sur l'exploitation des assemblages critiques et des réacteurs de recherche, et dans d'autres codes de bonne pratique de l'Agence applicables au projet.
3. Au moins trente (30) jours avant le transfert envisagé de toute partie de la matière fournie dans sa juridiction, le Maroc soumet à l'Agence un rapport détaillé sur l'analyse de la sûreté, contenant les renseignements spécifiés au paragraphe 4.7 du Document relatif à la sûreté, notamment en ce qui concerne les types d'opérations suivants, dans la mesure où tous les renseignements pertinents ne sont pas encore en la possession de l'Agence:
 - (a) Réception et manutention de la matière fournie;
 - (b) Chargement des éléments combustibles dans le réacteur;
 - (c) Démarrage du réacteur et essais avant exploitation avec la matière fournie;
 - (d) Programme expérimental et opérations faisant intervenir le réacteur;
 - (e) Déchargement des éléments combustibles contenus dans le réacteur;
 - (f) Manutention et entreposage des éléments combustibles après déchargement.
4. Lorsque l'Agence a abouti à la conclusion que les mesures de sûreté prévues pour le projet sont adéquates, elle donne son agrément au commencement des opérations proposées. Si le Maroc désire apporter d'importantes modifications aux procédures au sujet desquelles des renseignements ont été soumis ou procéder avec le réacteur ou la matière fournie à des opérations pour lesquelles aucun de ces renseignements n'a été fourni, le Maroc soumet à l'Agence tous les renseignements pertinents prévus au paragraphe 4.7 du Document relatif à la sûreté. En fonction de ces renseignements, l'Agence peut exiger l'application de mesures de sûreté supplémentaires conformément au paragraphe 4.8 du Document relatif à la sûreté. Lorsque le Maroc s'est engagé à appliquer les mesures de sûreté supplémentaires requises par l'Agence, celle-ci donne son accord aux modifications ou opérations envisagées par le Maroc.
5. Le Maroc prend les dispositions voulues pour que, le cas échéant, soient soumis à l'Agence les rapports spécifiés aux paragraphes 4.9 et 4.10 du Document relatif à la sûreté.

6. L'Agence peut, en accord avec le Maroc, envoyer des missions de sûreté chargées de donner au Maroc les conseils et l'aide nécessaires pour l'application de mesures de sûreté au projet, conformément aux paragraphes 5.1 et 5.3 du Document relatif à la sûreté. En outre, l'Agence peut organiser des missions de sûreté spéciales dans les circonstances prévues au paragraphe 5.2 du Document relatif à la sûreté.

7. Par consentement mutuel entre l'Agence et le Maroc, des modifications peuvent être apportées aux normes et mesures de sûreté spécifiées dans la présente annexe, conformément aux paragraphes 6.2 et 6.3 du Document relatif à la sûreté.

TIAS 10866

ANNEXE B

NIVEAUX DE PROTECTION PHYSIQUE

Conformément à l'article XI, les niveaux de protection physique convenus que les autorités nationales compétentes doivent assurer lors de l'utilisation, de l'entreposage et du transport des matières nucléaires énumérées dans le tableau ci-joint devront comprendre au minimum les caractéristiques de protection suivantes :

CATEGORIE III

Utilisation et entreposage à l'intérieur d'une zone dont l'accès est contrôlé.

Transport avec des précautions spéciales comprenant des arrangements préalables entre l'expéditeur, le destinataire et le transporteur, et un accord préalable entre les organismes soumis à la juridiction et à la réglementation des Etats fournisseur et destinataire, respectivement, dans le cas d'un transport international, précisant l'heure, le lieu et les règles de transfert de la responsabilité du transport.

CATEGORIE II

Utilisation et entreposage à l'intérieur d'une zone protégée dont l'accès est contrôlé, c'est-à-dire une zone placée sous la surveillance constante de gardes ou de dispositifs électroniques, entourée d'une barrière physique avec un nombre limité de points d'entrée surveillés de manière adéquate, ou toute zone ayant un niveau de protection physique équivalent.

Transport avec des précautions spéciales comprenant des arrangements préalables entre l'expéditeur, le destinataire et le transporteur, et un accord préalable entre les organismes soumis à la juridiction et à la réglementation des Etats fournisseur et destinataire, respectivement, dans le cas d'un transport international, précisant l'heure, le lieu et les règles de transfert de la responsabilité du transport.

CATEGORIE I

Les matières entrant dans cette catégorie seront protégées contre toute utilisation non autorisée par des systèmes extrêmement fiables comme suit :

Utilisation et entreposage dans une zone hautement protégée, c'est-à-dire une zone protégée telle qu'elle est définie pour la catégorie II ci-dessus et dont, en outre, l'accès est limité aux personnes dont il a été établi qu'elles présentaient toutes garanties en matière de sécurité, et qui est placée sous la surveillance de gardes qui sont en liaison étroite avec des forces d'intervention appropriées. Les mesures spécifiques prises dans ce cadre devraient avoir pour objectif la détection et la prévention de toute attaque autre qu'en cas de guerre, de toute pénétration non autorisée ou de tout enlèvement de matières non autorisé.

Transport avec des précautions spéciales telles qu'elles sont définies ci-dessus pour le transport des matières des catégories II et III et, en outre, sous la surveillance constante d'escortes et dans des conditions assurant une liaison étroite avec des forces d'intervention adéquates.

TABLEAU: CATEGORISATION DES MATIERES NUCLEAIRES^c

Matière	Etat	Catégorie		
		I	II	III
1. Plutonium ^{a,f}	Non irradié ^b	2 kg ou plus	moins de 2 kg mais plus de 500 g	500 g ou moins ^c
2. Uranium 235 ^d	Non irradié ^b			
	— uranium enrichi à 20% ou plus en ²³⁵ U	5 kg ou plus	moins de 5 kg mais plus de 1 kg	1 kg ou moins ^c
	— uranium enrichi à 10% ou plus, mais à moins de 20%, en ²³⁵ U	—	10 kg ou plus	moins de 10 kg ^c
	— uranium enrichi à moins de 10% en ²³⁵ U	—	—	10 kg ou plus
3. Uranium 233	Non irradié ^b	2 kg ou plus	moins de 2 kg mais plus de 500 g	500 g ou moins ^c

^a Tout le plutonium sauf s'il a une concentration isotopique dépassant 80% en plutonium 238.

^b Matières non irradiées dans un réacteur ou matières irradiées dans un réacteur donnant un niveau de rayonnement égal ou inférieur à 100 rads/h à 1 mètre de distance sans écran.

^c Les quantités inférieures à une quantité radiologiquement significative devraient être exemptées.

^d L'uranium naturel, l'uranium appauvri et le thorium ainsi que les quantités d'uranium enrichi à moins de 10%, qui n'entrent pas dans la catégorie III, devraient être protégés conformément à des pratiques de gestion prudente.

^e Aux fins de protection, le combustible irradié est assimilé aux catégories I, II ou III suivant la catégorie du combustible neuf. Cependant, si le niveau de rayonnement du combustible à 1 mètre de distance sans écran dépasse 100 rads/h, le combustible classé d'après sa teneur en matière fissile d'origine dans l'une des catégories I ou II avant irradiation peut être classé dans la catégorie immédiatement inférieure.

^f L'autorité compétente de l'Etat doit déterminer s'il existe un danger crédible de dispersion malveillante du plutonium. L'Etat doit ensuite appliquer les modalités de protection physique prévues pour les catégories de matières nucléaires I, II ou III, comme il le juge utile et sans tenir compte de la quantité de plutonium spécifiée pour chaque catégorie, aux isotopes du plutonium se présentant en quantités ou dans des états qui, à son avis, sont visés par une menace crédible de dispersion.

[EXCHANGE OF NOTES]

UNITED STATES MISSION TO THE
UNITED NATIONS SYSTEM ORGANIZATIONS
IN VIENNA

Vienna, 2 December 1983

Excellency,

I have the honor to refer to the Project and Supply Agreement signed today between the International Atomic Energy Agency (hereinafter referred to as the "Agency") and the Governments of the Kingdom of Morocco and the United States of America whereby the Agency provides assistance to Morocco in obtaining enriched uranium for use in the Triga Mark I research reactor located at the National School of Mining Industry, Rabat, Morocco (hereinafter referred to as the "Project and Supply Agreement").

During the discussions leading up to the Project and Supply Agreement of today's date, the following understandings were reached between the Government of the United States of America and the Government of the Kingdom of Morocco.

If either Party becomes aware of circumstances which demonstrate that the Agency for any reason is not or will not be able to apply safeguards as provided for in paragraphs 2 and 3 of Article VI

H.E. Mr. Abderrahmane Baddou
Resident Representative of the
Kingdom of Morocco to the
International Atomic Energy Agency

of the Project and Supply Agreement, either Party shall inform the other and, to ensure effective continuity of safeguards, the Parties shall immediately enter into arrangements which conform to the Agency's safeguards principles and procedures, and which, with the coverage required by those paragraphs, provide assurance equivalent to that intended to be secured by the system they replace.

If either Party becomes aware of circumstances referred to in the preceding paragraph, following consultation with Morocco, the United States shall be permitted to conduct the activities listed below, unless the United States agrees that the need to exercise such activities is being satisfied by the application of Agency safeguards under arrangements pursuant to that paragraph:

(1) to review in a timely fashion the design of any equipment transferred pursuant to the Project and Supply Agreement, or of any facility which is to use, fabricate, process or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(2) to require the maintenance and production of records and relevant reports for the purpose of assisting in ensuring accountability for material transferred by the United States pursuant to the Project and Supply Agreement and any source or special nuclear material used in or produced through the use of any material or equipment so transferred; and

(3) to designate personnel, in consultation with Morocco, who shall have access to all places and data necessary to account for the material referred to in paragraph (2), to inspect any equipment or facility referred in paragraph (1), and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall be accompanied by personnel designated by Morocco.

Morocco confirms its undertaking to establish and maintain a system of accounting for and control of all material subject to the Project and Supply Agreement, the procedures of which shall be comparable to those set forth in Agency document INFCIRC/153 (corrected) or in any revision of that document agreed to by Morocco and the United States.

If Morocco at any time following the entry into force of the Project and Supply Agreement:

(a) does not comply with the provisions of Articles II.4, II.5, VI, and XI of the Project and Supply Agreement;

(b) terminates, abrogates or materially violates a safeguards agreement with the Agency; or

(c) detonates a nuclear explosive device;

the United States shall have the rights to cease further cooperation under the Project and Supply Agreement and to require the return of any material or equipment transferred under the said Agreement and any special nuclear material produced through their use.

The United States and Morocco shall periodically exchange through the Agency information concerning the physical protection measures maintained by Morocco pursuant to Article XI of the Project and Supply Agreement. The adequacy and implementation of these physical protection measures may be reviewed from time to time, whenever either Party is of the view that a revision may be required to maintain adequate physical protection.

If the Government of Morocco concurs, it is suggested that this note and Your Excellency's reply be regarded as constituting an understanding between our two Governments, which shall remain in force for the duration as provided in Article XIII of the Project and Supply Agreement.



Richard S. Williamson
Ambassador

BOTSCHAFT DES KÖNIGREICHES
MAROKKO
WIEN



سفارة المملكة المغربية
فيينا

Vienne, le 2 décembre 1983

Excellence,

J'ai l'honneur de me référer à votre note du 2 décembre 1983 qui fixe les points d'accord auxquels sont parvenus le Gouvernement du Royaume du Maroc et le Gouvernement des Etats Unis d'Amérique au cours des discussions qui ont conduit à la signature de l'Accord de Projet et d'Approvisionnement de même date entre l'Agence Internationale de l'Energie Atomique, le Gouvernement du Royaume du Maroc et le Gouvernement des Etats Unis d'Amérique, par lequel l'Agence accorde son assistance au Maroc dans l'acquisition d'uranium enrichi pour utilisation comme combustible dans le réacteur de recherche Triga Mark I, installé à l'Ecole Nationale de l'Industrie Minérale à Rabat, Maroc.

Le Gouvernement du Royaume du Maroc saisit cette occasion pour confirmer son accord sur tous les points mentionnés dans votre note sus-indiquée. Le Gouvernement du Royaume du Maroc est aussi d'accord pour que la note de Votre Excellence ainsi que cette réponse soient considérées comme constituant un accord entre nos deux Gouvernements pendant la durée définie à l'Article XIII de l'Accord de Projet et d'Approvisionnement.

Veillez agréer, Excellence, les assurances de ma très haute considération.

L'Ambassadeur

Abderrahmane BADDOU



S.E. Monsieur Richard S. WILLIAMSON
Représentant permanent des Etats Unis d'Amérique
auprès de l'Agence Internationale de l'Energie Atomique
Vienne, Autriche

BOTSCHAFT DES KÖNIGREICHES
MAROKKO
WIEN



سفارة المملكة المغربية
فيينا

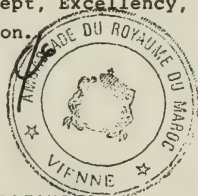
Vienna, December 2, 1983

Excellency,

I have the honour to refer to your note of December 2, 1983 which sets forth the understandings reached between the Government of the Kingdom of Morocco and the Government of the United States of America during discussions leading up to the conclusion of the Project and Supply Agreement of same date between the International Atomic Energy Agency, the Government of the Kingdom of Morocco and the Government of the United States of America, whereby the Agency provides assistance to Morocco in obtaining enriched uranium for use as fuel in the Triga Mark I research reactor located at the National School of Mining Industry, Rabat, Morocco.

The Government of Morocco takes this opportunity to confirm its concurrence in all the understandings set forth in your note referred to above. The Government of Morocco further agrees that Your Excellency's note and this reply shall be regarded as constituting an understanding between our two Governments, with the duration as provided in Article XIII of the Project and Supply Agreement.

Accept, Excellency, the assurance of my highest consideration.



H.E. Mr. Richard S. WILLIAMSON
Resident Representative of the
United States of America to the
International Atomic Energy
Vienna, Austria

TIAS 10866

PAKISTAN

**Economic Assistance: Agricultural Commodities and
Equipment**

*Agreement amending the agreement of April 13, 1982.
Signed at Islamabad July 25, 1983;
Entered into force July 25, 1983.*

A.I.D. Project No.391-0468
Dollar Appropriation No.721131027
Budget Plan Code:HESA-83-37391-KG13
Project Agreement No.83-11

FIRST AMENDATORY AGREEMENT

TO

COMMODITY IMPORT GRANT AND LOAN AGREEMENT

BETWEEN

THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

AND THE

UNITED STATES OF AMERICA

FOR

AGRICULTURAL COMMODITIES AND EQUIPMENT

DATED: July 25, 1983

TIAS 10867

A.I.D. Project No.391-0468
Dollar Appropriation No.721131027
Budget Plan Code:HESA-83-37391-KG13
Project Agreement No.83-11

First Amendatory Agreement to Commodity Import Grant And Loan Agreement

Dated: July 25, 1983

Between

The President of the Islamic Republic of Pakistan (hereinafter referred to as the "Borrower/Grantee")

and

The United States of America, acting through the Agency for International Development (A.I.D.).

Article 1: ~~Purpose~~

The purpose of this First Amendment to the Commodity Import Grant and Loan Agreement entered into on the 13th of April, 1982^[1] between the President of the Islamic Republic of Pakistan, acting through the Government of Pakistan and the United States of America, acting through the Agency for International Development, is to set forth the understandings of the parties thereto as to additional loan funds and additional grant funds to be provided hereunder by the United States of America to the Borrower/Grantee and additional terms and conditions applicable thereto, to modify Special Condition - Article 9, and to provide for Trust Fund contributions by the Government of Pakistan.

Article 2: ~~The Amendatory Grant~~

Article 1 of the original Agreement is hereby deleted in its entirety and the following substituted in its stead:

¹TIAS 10378; 34 UST 597.

"Article 1: The Grant.

To finance the foreign exchange costs and local costs of certain commodities and commodity-related services ("Eligible Items") necessary to promote the economic and political stability of Pakistan, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,^[1] agrees to grant to the Government of Pakistan, under the terms of the First Amendatory Agreement, an additional Twenty Million United States ("U.S.") Dollars (U.S.\$20,000,000). The total Grant, comprising the original Grant and the Grant under the First Amendatory Agreement shall not exceed Forty-Six Million United States Dollars (U.S.\$46,000,000) ("Grant")."

Article 3: The Amendatory Loan.

Article 2 of the original Agreement is hereby deleted in its entirety and the following substituted in its stead:

"Article 2: The Loan.

To finance the foreign exchange costs and local costs of certain commodities and commodity-related services ("Eligible Items") necessary to promote the economic and political stability of Pakistan, the United States, pursuant to the Foreign Assistance Act of 1961, as amended, agrees to lend the Government of Pakistan, under the terms of the First Amendatory Agreement, an additional Forty Million United States ("U.S.") Dollars (U.S.\$40,000,000). The total Loan, comprising the original Loan and the Loan

¹ 75 Stat. 424; 22 U.S.C. §2151.

under the First Amendatory Agreement shall not exceed Seventy-Four Million United States Dollars (U.S.\$74,000,000) ("Loan"). The aggregate amount of disbursements under this Loan is referred to as "Principal".

Article 4: Conditions Precedent Under First Amendatory Agreement

The following new Article 4A is hereby added after Article 4, Section 4.3 of the original Agreement.

"Article 4A: Conditions Precedent to Disbursement Under First Amendatory Agreement.

Section 4A.1: First Disbursement. Prior to the first disbursement under the First Amendatory Grant and Loan Agreement, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Borrower/Grantee will, within thirty (30) days after signing of the First Amendatory Agreement, except as the Parties may otherwise agree in writing, furnish or have furnished to A.I.D., in form and substance satisfactory to A.I.D., an opinion of Counsel acceptable to A.I.D. that the First Amendatory Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower/Grantee and that it constitutes a valid and legally binding obligation of the Borrower/Grantee in accordance with all of its terms.

Section 4A.2: Disbursements for Fertilizer Under
First Amendatory Agreement.

Prior to any disbursements under the First Amendatory Grant and Loan Agreement for fertilizer or to the issuance by A.I.D. of documentation pursuant to which such disbursements will be made, the Borrower/Grantee will, within thirty (30) days after signing of the First Amendatory Agreement, except as the Parties may otherwise agree in writing, furnish or have furnished to A.I.D., in form and substance satisfactory to A.I.D., a proposed Invitation for Bid (IFB) and a proposed designation of Charter Party for the importation of the fertilizer.

Section 4A.3: Disbursements for Activities Under
First Amendatory Agreement Other Than
as Related to Importation of Fertilizer
and Irrigation Equipment.

Prior to any disbursements under the First Amendatory Grant and Loan Agreement for a specific activity other than as related to the importation of fertilizer and/or irrigation equipment, or to the issuance by A.I.D. of documentation pursuant to which such disbursements will be made, the Borrower/Grantee will furnish or have furnished to A.I.D., in form and substance satisfactory to A.I.D., a statement of the name and title of any additional representatives

acting for the Borrower/Grantee who are authorized to sign procurement documents referred to in Section 5.2 of the Agreement for that specific activity, together with a specimen signature of each such person certified as to its authenticity.

Section 4A.4: Notification of Satisfaction of Conditions Precedent Under the First Amendatory Agreement.

When A.I.D. has determined that the conditions precedent specified in Sections 4A.1, 4A.2 and 4A.3 of this First Amendatory Agreement have each been met, it will promptly so notify the Borrower/Grantee.

Section 4A.5: Terminal Dates for Conditions Precedent Under the First Amendatory Agreement.

- a. If all the conditions precedent specified in Section 4A.1 of the First Amendatory Agreement have not been met within thirty (30) days from the date of signing of the First Amendatory Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate the First Amendatory Agreement by written notice to the Borrower/Grantee.
- b. If all the conditions specified in Section 4A.2 of the First Amendatory Agreement have not been met within thirty (30) days from the date of signing

of the First Amendatory Agreement or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the First Amendatory Grant and Loan to the extent not irrevocably committed to third parties, and may terminate the First Amendatory Agreement by written notice to the Borrower/Grantee. In the event of such a termination, the Borrower/Grantee will repay immediately the principal outstanding and any accrued interest. On receipt of such payment in full, the First Amendatory Agreement and all obligations of the parties thereunder will terminate, except with respect to any obligation arising out of the expenditure of Grant funds."

Article 5: New Section 7.1A

The following new Section 7.1A is hereby added after Article 7, Section 7.1 of the original Agreement:

"Section 7.1A: Use of Sale Proceeds Generated Under the First Amendatory Agreement.

All local currency proceeds from the sale or importation of commodities provided under the First Amendatory Agreement will be credited to the Federal Consolidated Fund of the Borrower/Grantee. The Borrower/Grantee agrees to credit

these proceeds to a special subsidiary account to be named "US AID Program for US FY 1983."

Funds in the special subsidiary account shall be mutually programmed by A.I.D. and the GOP for use in development activities in such areas as agriculture, rural development, water resources, energy, population, education, health and/or in any other areas upon which both parties may agree to in writing and, where appropriate, may also be used to reduce opium poppy production. Upon the mutual agreement of the parties, rupees deposited in the special subsidiary account may also be used to pay United States administrative costs in Pakistan."

Article 6: Modification of Article 7, Section 7.3

Article 7, Section 7.3 of the original Agreement is hereby deleted and the following substituted in its stead:

"Section 7.3: Reporting.

As long as balances remain in Special Accounts, the Borrower/Grantee shall provide to the USAID Mission/Pakistan, in form and substance satisfactory to A.I.D., semi-annual reports on the balances remaining in each such account and the withdrawals and uses of the funds from each such account during

the current reporting period with the first report covering deposits and withdrawals through December 31, 1982 to be provided by January 15, 1983."

**Article 7: Modification of Article 9 - Special Condition:-
Cultivation of Opium Poppy and Processing of Opium
into Heroin**

Article 9 of the original Agreement is hereby modified by the addition of the following language at the end of said Article 9:

"This Special Condition shall not be applicable to the region included in the A.I.D. financed Gadoon-Amazai Area Development Project."

Article 8: New Article 8A

The following new Article 8A is hereby added after Article 8 of the original Agreement:

"Article 8A: Trust Fund Contribution.

The GOP shall deposit the sum of One Hundred Sixty-Six Million Seven Hundred Thousand Pakistani Rupees (Rs.166,700,000) in an A.I.D. Trust Account in accordance with the deposit schedule shown below, to provide for selected costs of the cooperative development program of the GOP and the United States for the period ending September 30, 1985.

(Rs. millions)	
October 01, 1983	28.0
January 01, 1984	20.8
April 01, 1984	13.8
July 01, 1984	27.8
October 01, 1984	13.8
January 01, 1985	27.8
April 01, 1985	20.8
July 01, 1985	13.9

Total	166.7 "
	=====

Article 9: Other Terms And Conditions

All other terms and conditions of the Commodity Import Grant and Loan Agreement dated April 13, 1982 shall remain in full force and effect.

IN WITNESS WHEREOF, the Borrower/Grantee and the United States of America, each acting through its duly authorized representative, have caused this First Amendatory Agreement to be signed in the names and delivered as of the day and year first above written.

GOVERNMENT OF PAKISTAN

Sd/-
BY:-----
S. Nisar Ali Shah
NAME:-----
Joint Secretary,
TITLE:-----
Economic Affairs Division

UNITED STATES OF AMERICA

Sd/-
BY:-----
Barrington King
NAME:-----
Charge d'Affaires, a.i.
TITLE:-----
United States of America
:

Sd/-
BY:-----
Donor M. Lion
NAME:-----
Director,
TITLE:-----
USAID/Pakistan
:

BAHAMAS

Weather Stations: Cooperative Meteorological Program

Agreement effected by exchange of notes

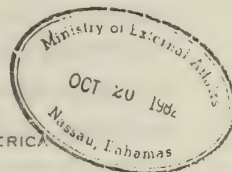
Signed at Nassau October 14, 1982 and August 25, 1983;

Entered into force August 25, 1983;

Effective July 2, 1982.

*The American Charge d'Affaires ad interim to the Bahamian
Minister of External Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA



Nassau, October 14, 1982

No. 155

Excellency:

I have the honor to refer to an Agreement signed into effect on August 14 and 29, 1972,^[1] by the Governments of the United States and The Bahamas which formalized arrangements of long standing which provided for the maintenance of a network of surface meteorological observation stations in The Bahamas Family Islands.

There have been informal discussions between the responsible agencies of the Government of the Commonwealth of The Bahamas and the Government of the United States which indicated the desirability of expanding the cooperation between our countries to also include provision for the operation of an upper air meteorological observation station at Nassau International Airport. In addition, we wish to continue our agreement for support of the network of surface meteorological observations.

My Government has reviewed this matter and has concluded that if the Government of the Commonwealth of The Bahamas considers that the expanded and continued cooperation is helpful, it would be mutually advantageous for the two Governments to carry out such a cooperative meteorological program.

His Excellency

Paul L. Adderley,
Minister of External Affairs,
Nassau.

¹ TIAS 7441; 23 UST 2529.

Accordingly, I have the honor to propose an Agreement in regard to these programs in the following terms:

1. Purpose. The purpose of the programs shall be the operation and maintenance of a specified network of surface meteorological observations stations in the Family Islands and an upper air observation station at the Nassau International Airport and international dissemination of reports of the observations at these stations, through cooperation between the designated Cooperating Agencies of the two Governments.
2. Cooperating Agencies. The Cooperating Agencies shall be (1) for the Government of the United States of America, The National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of The Commonwealth of The Bahamas, The Bahamas Meteorological Department, Ministry of Tourism, hereinafter referred to as The Bahamas Cooperating Agency.
3. Title to Property. (1) Unless otherwise agreed between the two Cooperating Agencies in specific cases or with respect to specific categories of equipment or personal property, title to any item of equipment or other item of personal property shall be or remain vested in the Cooperating Agency which supplied, or provided the funds for the supply of, the item and (2) title to all real property and any improvements thereto,

furnished, acquired, or constructed for the purpose of conducting the program covered by this Agreement shall be vested in The Bahamas Cooperating Agency except when the Government of The Commonwealth of The Bahamas shall have determined that such title shall be vested, or remain vested, in another Bahamas Agency.

4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States, and all expenditures incident to the obligations assumed by The Bahamas Cooperating Agency shall be paid by The Bahamas Government.
5. Air Transportation. The Government of The Bahamas authorizes the use of United States aircraft for inter-island air transportation of personnel, materials, equipment, supplies and goods in connection with the observation programs and, upon request, shall take the necessary steps to facilitate the entry into and departure from The Bahamas of United States aircraft assigned for this purpose.
6. Landing Fees and Other Similar Charges. No landing fees or similar airport charges shall be payable to the Government of The Commonwealth of The Bahamas in respect of operations by United States aircraft into or within The Bahamas in connection with the observation programs.

7. Importation of Materials, Equipment, Supplies and Goods. The Government of The Commonwealth of The Bahamas shall take all necessary steps to facilitate the importation into The Bahamas of all materials, equipment, supplies and goods furnished by the United States Cooperating Agency for use in the programs including materials, equipment, supplies and goods landed on a Family Island from a United States aircraft assigned to provide air transportation.
8. Import Licenses and Other Similar Documentation. No import license or similar documentation or authorization shall be required for the importation into The Bahamas of any materials, equipment, supplies or goods furnished by the United States Cooperating Agency for use in the program, including materials, equipment, supplies and goods landed on a Family Island from a United States aircraft assigned to provide air transportation.
9. Exemption from Duties, Taxes and Work Permit Requirements. (a) All materials, equipment, supplies and goods furnished by the United States Cooperating Agency or its agents or contractors, and imported into The Bahamas for exclusive use in the programs, including materials, equipment, supplies and goods landed on a Family Island from a United States aircraft assigned to provide air transportation, shall be admitted free of taxes, customs and import duties, and other similar charges.

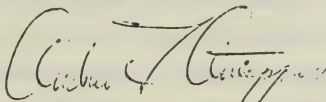
(b) No license fees, taxes or other charges shall be payable in respect of the use in The Bahamas, in connection with the programs, of any item imported under the provisions of paragraph 9(a) above. (c) No person ordinarily resident in the United States of America shall be liable to pay The Bahamas any tax in the nature of a license in respect of any service or work for the Government of the United States in connection with the programs, or under any contract made with the Government of the United States in connection with these programs. (d) Any employee of the Government of the United States temporarily in The Bahamas in connection with the program shall be exempt from the payment in The Bahamas of any tax or other charges including the payment of customs and import duties on personal belongings, which may be otherwise imposed solely by virtue of his temporarily presence in The Bahamas and from any requirement to possess or apply for a Work Permit.

10. Liability. Each Cooperating Agency shall be responsible for claims for damage to property or injury to persons with respect only to activities under the program directly engaged in or performed by that Cooperating Agency or its employees. No liability shall attach to either Cooperating Agency based solely on title to the equipment, facilities or other property used in the program.

11. Protection of Radio Frequencies. The radio operating frequencies in the bands 401-406 MHz and 1660-1700 MHz shall be protected in order to insure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations annexed to the International Telecommunication Convention.
12. Appropriation of Funds. To the extent that the execution of any provisions of this Agreement will depend on funds appropriated by the Congress of the United States of America, it shall be subject to the availability of such funds.
13. Memoranda of Arrangement. Two Memoranda of Arrangement, one for the surface observation program and one for the upper air observation program, specifying further details of the programs to be operated under this Agreement, shall be agreed by the two Cooperating Agencies and either may be amended at any time by further agreement between them.
14. Term. This Agreement shall enter into force as provided below and shall remain in force until terminated by mutual agreement or until sixty days after either Government has given notice in writing to the other Government of its intention to terminate the Agreement.

If the foregoing meets with the approval of the Government of the Commonwealth of The Bahamas, I have the honor to propose that this Note and Your Excellency's reply to that effect shall together constitute an Agreement between our two Governments on this matter, which shall enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

 [1]
Charge d'Affaires ad interim

Enclosures:

1. Memorandum of Arrangement -
Surface Observations (Two Copies);
2. Memorandum of Arrangement -
Upper Air Observations (Two Copies).

¹ Andrew F. Antippas.

MEMORANDUM OF ARRANGEMENT - SURFACE OBSERVATIONS

The National Oceanic and Atmospheric Administration of the United States Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and The Bahamas Meteorological Department of the Ministry of Tourism, hereinafter referred to as The Bahamas Cooperating Agency,

Pursuant and subject to the provisions of the Agreement concluded, with effect from 2 July 1982, between the Government of the United States of America and the Government of The Commonwealth of The Bahamas, regarding their cooperation in the operation and maintenance of a network of meteorological surface observation and reporting stations in The Bahamas,

Have agreed as follows:

1. Name of Program. The cooperative program to which this Memorandum of Arrangement refers shall be known as the "United States-Bahamas Cooperative Meteorological Surface Observation Program."
2. Conduct of Work. The Management of the stations and the conduct of the observational and reporting program shall be under the exclusive control of The Bahamas Cooperating Agency and The Bahamas Telecommunications Corporation, but the United States Cooperating Agency shall be available for consultation whenever so desired by The Bahamas Cooperating Agency.
3. Specific Undertakings on the Part of the United States Cooperating Agency.
The United States Cooperating Agency:

- (a) shall furnish, and bear the cost of furnishing, to each of the stations listed in Annex A hereto, such items from the list of equipment given in Annex B hereto as the two Cooperating Agencies may agree at any time to be necessary for the satisfactory accomplishment of the meteorological surface observational and reporting programs of the station in question;
- (b) shall bear the cost of delivering, either directly to the station concerned or to The Bahamas Cooperating Agency in Nassau, as shall be agreed by the two Cooperating Agencies, any item of equipment furnished under the provisions of paragraph 3(a) above;
- (c) shall, whenever so agreed by the two Cooperating Agencies and subject to the availability of suitable transport, reimburse The Bahamas Cooperating Agency for appropriate air transportation once per year for an inspection and maintenance tour by a joint support mission, comprised of meteorological experts from both Cooperating Agencies and a representative or representatives of The Bahamas Telecommunications Corporation. The inspection tour is for the purpose of checking, and carrying out any necessary maintenance or replacement of, the meteorological equipment at each station visited and giving guidance to the personnel of each station on current meteorological practices and procedures. The list of stations to be visited shall be agreed upon by the two Cooperating Agencies.

- (d) shall assign one or more of its meteorological experts to participate in each of the joint support missions referred to in paragraph 3(c) above and shall bear all costs of its experts involved in such participation;
- (e) shall arrange for the further international dissemination, in accordance with the practices and procedures recommended by the World Meteorological Organization, of all reports received by the United States Cooperating Agency under the provisions of paragraph 4(f) below.

4. Specific Undertakings on the Part of The Bahamas Cooperating Agency.

The Bahamas Cooperating Agency:

- (a) shall arrange for suitably qualified employees of The Bahamas Telecommunications Corporation to be assigned to carry out the meteorological observation and reporting programs at each of the stations listed in Annex A hereto, and for the necessary meteorological training of these employees;
- (b) shall arrange for, and bear, unless otherwise agreed with the United States Cooperating Agency, the cost of, any necessary further transportation, to the station at which it is to be installed, of any item of equipment delivered to Nassau by the United States Cooperating Agency in accordance with the provisions of paragraph 3(b) above;

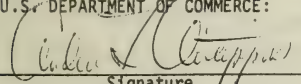
- (c) shall arrange, whenever necessary, for the provision, at the station concerned, for any item of equipment furnished in accordance with paragraph 3(a) above, of a site or location which is agreed to be technically suitable by the two Cooperating Agencies and shall arrange for, and, unless otherwise agreed with the United States Cooperating Agency, bear the cost of, installing the equipment at that site or location;
- (d) shall maintain and service, and bear the cost of maintaining and servicing, all items of equipment furnished in accordance with paragraph 3(a) above, except when such maintenance and servicing can be accomplished under the provisions of paragraph 3(c) above or when otherwise agreed with the United States Cooperating Agency;
- (e) shall arrange for meteorological observations to be made and reported each day (Sundays and holiday included), subject always to unforeseen circumstances, at each of the stations listed in Annex A hereto, in accordance with the practices and procedures recommended by the World Meteorological Organization, as interpreted by The Bahamas Cooperating Agency:
 - (i) at 1200, 1800 and 2400 G.M.T. and
 - (ii) in so far as is reasonably possible with the staff available, at such additional times or under such circumstances as may be requested by the United States Cooperating Agency in connection with the Hurricane Warning Service operated by that Agency;

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- (f) shall arrange for all the reports referred to in paragraph 4(e) above to be transmitted to a meteorological telecommunications center in the United States to be agreed upon by the two Co-operating Agencies;
- (g) shall furnish periodically to the United States Cooperating Agency copies of all meteorological observations made at the stations listed in Annex A and on request shall loan the barograms recorded at these stations;
- (h) shall arrange for and provide suitable transportation for the conduct of the annual joint support mission subject to the provisions of paragraph 3(c);
- (i) shall arrange for a team of its meteorological experts and representative of The Bahamas Telecommunications Corporation to participate in each of the joint support missions referred to in paragraph 3(c) above and may arrange, subject to the availability of space, for additional experts and representatives of the Corporation to participate in the mission, if desired, provided that all expenses involved in the participation of any expert of The Bahamas Cooperating Agency and of any representative of the Corporation, except for the cost of transportation which is made available under paragraph 3(c) above, shall be borne by The Bahamas Cooperating Agency or the Corporation.

5. Term. This Memorandum of Arrangement shall enter into force on the date of signatures below and shall be coterminous with the related Agreement between the Government of the United States and the Government of The Commonwealth of The Bahamas.

IN WITNESS WHEREOF the undersigned, being duly authorized, have executed this Memorandum of Arrangement at the American Embassy
Nassau, Bahamas on October 14, 1982 and at [Nassau] on [26 April 1983].

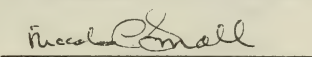
FOR THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE:

Signature

Andrew F. Antippos
Name

Charge d'Affaires ad interim
Title

American Embassy, Nassau
Place

October 14, 1982
Date

FOR THE METEOROLOGICAL DEPARTMENT
MINISTRY OF TOURISM, GOVERNMENT OF
THE COMMONWEALTH OF THE BAHAMAS:

Signature

Niccolo P. Small
Name

Director of Meteorological Dept.
Title

Meteorological Department, Nassau
Place

26 April, 1983
Date

Annex AFamily Islands Synoptic Reporting Stations

<u>Index Number</u>	<u>Name of Station</u>
78061	West End, Grand Bahama
78066	Green Turtle Cay, Great Abaco
78070	Alice Town, Bimini
78077	Dunmore Town, Harbour Is., Eleuthera
78086	Kemp's Bay, Andros
78087	The Bight, Cat Island
78088	Cockburn Town, San Salvador
78092	George Town, Great Exuma
78095	Clarence Town, Long Is.
78101	Duncan Town, Ragged Is.
78103	Albert Town, Long Cay, Crooked Is.
78109	Abraham Bay, Mayaguana
78121	Matthew Town, Great Inagua

ANNEX BUnited States Equipment Available for Supply
to Family Island Synoptic Reporting Stations

Aerovane Wind equipment Consisting of Transmitter, Indicator & Recorder

Psychrometer Aspirator

Barograph

Aneroid and Mercurial Barometers

Mercurial Psychrometer Tube

Instrument Shelter

Metal Shelter Support

Maximum and Minimum Thermometer Support

Maximum and Minimum Thermometer

Wind Instrument Tower

Supplies and Spares for the above

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MEMORANDUM OF ARRANGEMENT - UPPER AIR OBSERVATIONS

The National Oceanic and Atmospheric Administration of the United States Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and the Meteorological Department of the Ministry of Tourism of the Government of The Commonwealth of The Bahamas, hereinafter referred to as The Bahamas Cooperating Agency,

Pursuant and subject to the provisions of the Agreement concluded, with effect from 2 July, 1982, between the Government of the United States of America and the Government of The Commonwealth of The Bahamas, regarding their cooperation in the operation and maintenance of a rawinsonde observation station at the Nassau International Airport, The Bahamas,

Have agreed as follows:

1. Name of Undertaking. The cooperative program to which this Memorandum of Arrangement refers shall be known as the "United States-Bahamas Cooperative Meteorological Upper Air Observation Program."
2. Conduct of Work. The management of the meteorological upper air observation station at the Nassau International Airport and the conduct of its observational and reporting program shall be under the exclusive control of The Bahamas Cooperating Agency, which shall consult with the United States Cooperating Agency as necessary.
3. Specific Undertakings on the Part of the United States Cooperating Agency. The United States Cooperating Agency:

- (a) provide the expendable supplies and recording forms necessary for the upper air observations at the stations; and pay the cost of transporting such equipment and supplies to the local port serving the station;
 - (b) shall assist in the maintenance of the rawinsonde and associated ground equipment installed at the station by providing at no cost to The Bahamas Cooperating Agency the services of an electronic technician for emergency repairs as necessary;
 - (c) shall arrange for provision of replacement parts, material and services required for maintenance of the rawinsonde tracking and recording equipment and associated ground equipment (including a radome and electrolytic hydrogen generating equipment). Annually, in consultation with The Bahamas Cooperating Agency, a list of anticipated material and service needs will be prepared and The Bahamas Cooperating Agency will be advised, by letter, of the costs thereof.
4. Specific Undertakings on the Part of The Bahamas Cooperating Agency.

The Bahamas Cooperating Agency:

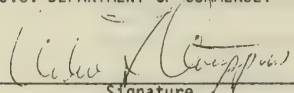
- (a) shall provide and retain title to the rawinsonde tracking and recording equipment, and associated ground equipment (including a radome, and electrolytic hydrogen generating equipment) and shall bear the cost, including shipping, of all replacements parts, material and services required for maintenance of this equipment as determined under 3(c) above;

- (b) shall provide and maintain, or arrange for the provision and maintenance of, all buildings and other structural facilities (including office quarters, storage space, an electronic maintenance workshop, a balloon inflation space, a launching area free of obstacles and appropriate housings for the hydrogen generating equipment and the standby electric power plant) necessary for the operation of the station;
- (c) shall provide or arrange for the provision of all services (including water supply, electric light and power and telephone) necessary for the operation of the station;
- (d) shall provide all personnel necessary for operating the rawinsonde observational program of the station;
- (e) shall undertake routine maintenance of the rawinsonde and associated ground equipment installed at the station;
- (f) shall provide transportation within The Bahamas for all rawinsonde equipment and supplies required for the operation of the station;
- (g) shall arrange for rawinsonde observations to be made at the station at 1200 GMT each day, including Sundays and holidays, and occasionally at other times, at the request of the United States Cooperating Agency, when more frequent observations are needed for hurricane forecasting or research;

- (h) shall arrange for reports of rawinsonde observations made under paragraph 4(g) above to be transmitted to a U.S. telecommunications center acceptable to both Cooperating Agencies, for further international dissemination;
 - (i) shall arrange for such observations and reports under paragraphs 4(g) and (h) above to be made in accordance with the practices and procedures recommended by the World Meteorological Organization, as supplemented by the provisions of the technical manuals of the United States Cooperating Agency;
 - (j) shall pay any charges leviable in The Bahamas with respect to the transmission of these reports;
 - (k) shall provide the United States Cooperating Agency with copies, on forms to be supplied by that Cooperating Agency, of the rawinsonde observations made at the station and also shall make available to the United States Cooperating Agency, for reference, the records of the rawinsonde tracking and recording equipment.
5. Term. This Memorandum of Arrangement shall enter into force on the date of signatures below and shall be coterminous with the related Agreement between the Government of the United States of America and the Government of The Commonwealth of The Bahamas.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto,
the American Embassy
have executed this Memorandum of Arrangement at Nassau, Bahamas on
October 14, 1982 and at [Nassau] on [26 April 1983]

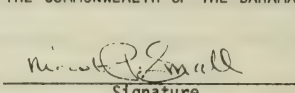
FOR THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE:


Signature

Andrew F. Antippas

Name

FOR THE METEOROLOGICAL DEPARTMENT
MINISTRY OF TOURISM, GOVERNMENT OF
THE COMMONWEALTH OF THE BAHAMAS:


Signature

Niccolo P. Small

Name

Charge d'Affaires ad interim

Title

Director of Meteorological Dept.

Title

American Embassy, Nassau

Place

Meteorological Department, Nassau

Place

October 14, 1982

Date

26 April, 1983

Date

*The Bahamian Ministry of External Affairs to the American
Embassy*



Ministry of External Affairs
P.O. Box N-3746
NASSAU, Bahamas
25th August, 1983

No. 267

The Ministry of External Affairs of The Commonwealth of The Bahamas presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 87 of 2nd July, 1982^[1] concerning the agreement for maintenance of a network of meteorological observation stations in The Commonwealth of The Bahamas.

In this connection the Ministry hereby forwards a copy of the memorandum of arrangement surface observations and the memorandum of arrangement upper air observations; duly executed by the Director of The Bahamas Meteorological Department. The Ministry wishes to confirm the understanding communicated in the above mentioned note that the Agreement for the maintenance of a network of meteorological stations in The Commonwealth of The Bahamas, entered into force on 2nd July, 1982, the date of reply of the Embassy's note.

The Ministry of External Affairs of The Commonwealth of The Bahamas avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America
Queen Street
NASSAU, Bahamas



¹ Note No. 87 of July 2, 1982 (not printed) confirmed agreement on the texts subsequently incorporated in U.S. Embassy note No. 155 of Oct. 14, 1982.

Note No. 267 of Aug. 25, 1983 is considered by the parties as approval by the Government of the Commonwealth of the Bahamas of the agreement and memoranda of arrangements set out in U.S. note No. 155.

PORTUGAL

Economic and Military Assistance

Agreement effected by exchange of notes

Signed at Lisbon June 18, 1979;

Entered into force June 18, 1979.

The Secretary of State to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Lisbon, June 18, 1979.

Excellency:

I have the honor to refer to discussions which have recently taken place between officials of our two governments concerning possible measures by the United States to support the security and development efforts of Portugal.

The United States is prepared to commit \$140 million in additional assistance to the government of Portugal for these purposes, subject to the authorization and appropriation of funds by the United States Congress.

In the interest of further enhancing the mutual security cooperation of both governments, the United States will supply to the government of Portugal on a grant basis defense articles and defense services with an aggregate value of \$60 million during United States fiscal years 1980 and 1981, within the limitations of applicable United States legislation and appropriations and in accordance with plans to be developed by the appropriate authorities of the two governments.

His Excellency

Ambassador Joao de Freitas Cruz,
Minister of Foreign Affairs,
Lisbon.

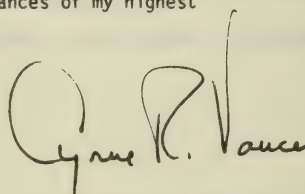
TIAS 10869

Further, the United States agrees to provide to the government of Portugal, subject to congressional authorization and appropriation, non-military assistance on a grant basis totaling \$80 million during the years 1979/80, 1980/81, 1981/82 and 1982/83. In this connection, the government of the United States understands that it is the intention of the government of Portugal that, in accordance with the provisions of the Portuguese Constitution and Portuguese Legislation, the non-military assistance be used for economic and social development purposes in the Azores.

I am pleased to note that these sums are in addition to the substantial amounts already available to Portugal in the context of our overall relationship as allies and friends and take into account the extension of the continued use by the United States of facilities related to the Lajes base in the Azores.

I have the honor to propose that, if acceptable to Your Excellency's government, this note, together with Your Excellency's confirming reply, shall constitute an agreement between our two governments effective upon the date of Your Excellency's reply.

Accept, Excellency, the assurances of my highest consideration.



Secretary of State

The Portuguese Minister of Foreign Affairs to the Secretary of State

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Secretaria de Estado

Lisboa, 18 de Junho de 1979

Excelência,

Tenho a honra de acusar recepção da nota de V.Ex^{sa}. de 18 de Junho de 1979 do teor seguinte:

"Tenho a honra de me referir às conversações que recentemente tiveram lugar entre funcionários dos nossos dois Governos respeitantes a possíveis medidas por parte dos Estados Unidos em apoio da segurança e dos esforços de desenvolvimento de Portugal.

Os Estados Unidos estão preparados para conceder 140 milhões de dólares em ajuda adicional ao Governo português para aqueles fins, sujeita à autorização e apropriação de fundos pelo Congresso dos Estados Unidos. No interesse de uma maior intensificação da cooperação mútua em matéria de segurança entre os dois Governos, os Estados Unidos fornecerão ao Governo português como

Sua Excelência
O Secretário de Estado dos
Estados Unidos da América
Senhor Cyrus Vance

TIAS 10869

ajuda bens de defesa e serviços de defesa no valor total de 60 milhões de dólares durante os anos fiscais dos Estados Unidos de 1980 e 1981, dentro das limitações da legislação dos Estados Unidos aplicável e das apropriações e de acordo com os planos a serem desenvolvidos pelas autoridades competentes dos dois Governos.

Além disso, os Estados Unidos concordam em conceder ao Governo Português, sujeito à autorização e apropriação do Congresso, ajuda não militar totalizando 80 milhões de dólares nos anos 1979/1980; 1980 / /1981; 1981/1982; 1982/1983. A este respeito, o Governo dos Estados Unidos toma nota que é intenção do Governo português que, conforme os preceitos da Constituição da República portuguesa e das leis internas portuguesas, a ajuda não militar seja destinada a fim de desenvolvimento económico e social nos Açores.

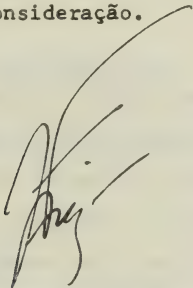
Tenho o prazer de notar que estas verbas são adicionais às somas substanciais já postas à disposição de Portugal no quadro das relações como aliados e amigos e tendo em conta a extensão do uso continuado pelos Estados Unidos das facilidades relacionadas com a Base das Lajes nos Açores.

Tenho a honra de propôr, caso o Governo de V. Exa. concorde, que esta nota, juntamente com a resposta confirmativa de V. Exa., constituam um acordo entre os nossos dois Governos, entrando em vigor a partir da data da resposta de V. Exa.

Queira aceitar, Excelência, os protestos da minha mais elevada consideração."

Desejo informar V. Exa. que o Governo português aceita a proposta do Governo dos Estados Unidos e concorda que a nota de V. Exa. e esta resposta constituam um acordo entre os nossos dois Governos, entrando em vigor em 18 de Junho de 1979.

Queira aceitar, Excelência, os protestos da minha mais elevada consideração.

A handwritten signature in dark ink, appearing to be 'João de Freitas Cruz', with a long, sweeping flourish extending upwards and to the right.

João de Freitas Cruz
Ministro dos Negócios Estrangeiros

TRANSLATION

Ministry of Foreign Affairs

Office of the Minister

Lisbon, June 18, 1979

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of June 18, 1979, the text of which is as follows:

[For text of the U.S. note, see pp. 3593-3594.]

I wish to inform Your Excellency that the Portuguese Government accepts the proposal of the Government of the United States and agrees that Your Excellency's note and this reply shall constitute an agreement between our two governments effective June 18, 1979.

Accept, Excellency, the assurances of my highest consideration.

[Signature]

João de Freitas Cruz

Minister of Foreign Affairs

His Excellency
Cyrus Vance,
Secretary of State of
the United States of America.

MEXICO

Aviation: Technical Assistance

*Memorandum of agreement signed at Washington
February 19, 1981;
Entered into force February 19, 1981.*

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

REPUBLIC OF MEXICO
SECRETARIA DE COMUNICACIONES Y TRANSPORTES
SERVICIOS A LA NAVEGACION EN EL ESPACIO AEREO MEXICANO

WHEREAS, the Government of the United States of America, represented by the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the FAA, is able to furnish services requested by the Republic of Mexico, Secretaria de Comunicaciones Y Transportes, Servicios a La Navegacion En El Espacio Aereo Mexicano, hereinafter referred to as SENEAM; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958,^[1] as amended, directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States and abroad and Section 5 of the International Aviation Facility Act of 1948,^[2] as amended, authorizes the FAA to accept funds from any foreign government as payment for any facilities supplied or services performed for such government; and

WHEREAS, by virtue of determination made by the Agency for International Development, under authority of Section 607(a) of the Foreign Assistance Act of 1961,^[3] as amended, the FAA is authorized to provide the services of FAA personnel, commodities, and related technical support to SENEAM; and

¹ 72 Stat. 749; 49 U.S.C. §1346.

² 62 Stat. 451; 49 U.S.C. §1154.

³ 75 Stat. 441; 22 U.S.C. §2357.

WHEREAS, Section 313(d) of the Federal Aviation Act,^[1] as amended, authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - Purpose of the Agreement

The FAA will assist the Government of Mexico in an analysis of the capability of the Mexico City terminal area to accommodate existing and projected air traffic demands.

This Memorandum of Agreement (MOA) establishes the general terms and conditions under which the FAA will provide SENEAM, Government of Mexico, technical assistance and expertise in reviewing air traffic operations in the Mexico City terminal area. Included in this field of review will be air traffic control; flight procedures; graphic simulation; navigational aids; and airport layouts at the existing Benito Juarez International Airport. Appropriate alternatives will also be reviewed which will include a possible modification of existing runways and/or a new parallel runway at the Benito Juarez International Airport; the impact of diverting specific traffic to the existing Santa Lucia Airport; or a combination of alternatives.

ARTICLE II - Description of Services

All services rendered, and other resources, and commodities provided under this Agreement shall be specified in corresponding Annexes which when duly signed by the parties, will become part of this Agreement.

¹ 72 Stat. 753; 49 U.S.C. §1354.

The parties agree that each Annex will contain a concise description of the tasks to be performed by FAA personnel for SENEAM, the manpower, material, and other resources required to accomplish these tasks, the estimated cost of the tasks, and implementation schedule.

ARTICLE III - Status of FAA Personnel in Mexico

A. The parties agree that FAA personnel assigned to this program will retain their legal status as citizens of the U.S. Government. FAA employees and their supervision and administration shall be in accordance with policies and procedures of the FAA. However, said employees shall observe the standards of discipline and trustworthiness which are mandatory for officials in public service.

B. FAA personnel will receive local support from the U.S. Embassy. Such Embassy support will be defined when appropriate, under a separate support agreement between FAA and the U.S. Embassy.

ARTICLE IV - Liability

SENEAM, on behalf of the Government of Mexico, agrees to defend any suit brought against the United States, the FAA or any instrumentality or officer of the United States, arising out of work under this Agreement. SENEAM, on behalf of the Government of Mexico, further agrees to hold the United States harmless against any claim by the Government of the Republic of Mexico, or any agency thereof, or third persons, for the personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE V - Financial Provisions

A. Except for local support provided by SENEAM in accordance with the appropriate Annex, FAA shall arrange and pay all other necessary costs of providing the services under this Agreement in accordance with U.S. Government regulations and practices.

If for any reason SENEAM is unable to fully provide the support specified in the appropriate Annex, if the support is not equivalent to that prescribed in pertinent U.S. regulations, the FAA may obtain or provide such additional support as necessary to accomplish its tasks. Such FAA costs for additional support to the SENEAM will be reimbursed by SENEAM in accordance with Article V(B) below.

B. SENEAM shall pay to FAA, in accordance with provisions set forth in Annexes made a part of this Agreement, the amount of such actual costs incurred by FAA, including all costs arising from termination of this Agreement made by SENEAM.

C. In each Annex, SENEAM shall identify the office to which the FAA will render financial statements and consult on related financial matters.

D. Agreement Number NAT-I-1027 has been assigned by FAA to identify this project and should be referred to in all related correspondence. Each Annex to this Agreement will be assigned a capital letter, starting with A, and subsequent annexes will be designated in alphabetical order, e.g. NAT-I-1027A, NAT-I-1027B, etc.

ARTICLE VI - Amendments

Any change in the services to be furnished under this Agreement, or any additional cost that may arise over the total amount stated in the Annex, shall be formalized by an appropriate written amendment to this Agreement, which shall outline the exact nature of the change.

ARTICLE VII - Effective Date and Termination

This Agreement becomes effective upon the signature of the duly authorized representatives of the FAA and SENEAM and shall remain in effect until such time as agreed upon by the FAA and SENEAM and set forth in related Annexes. This Agreement or related Annexes may be terminated at any time by either party by 90 days notice in writing. Any such termination will allow FAA 120 days to close out that particular program and domestic support program operations and return FAA personnel to their regular duty assignments. All FAA costs incurred as a result of termination of this Agreement or any of its Annexes made by SENEAM will be reimbursed by SENEAM.

The FAA and SENEAM agree to the provisions of this Agreement as indicated by the signature of their duly authorized officers.

REPUBLIC OF MEXICO
SECRETARIA DE COMUNICACIONES
Y TRANSPORTES
SERVICIOS A LA NAVEGACION
EN EL ESPACIO AERO MEXICANO

BY: _____

[1]

DIRECTOR GENERAL
TITLE: SENEAM

DATE: _____

FEB 19 1981

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

BY: _____

[2]

DIRECTOR OF INTERNATIONAL
TITLE: AVIATION (ACTING)

DATE: _____

FEB 19 1981

¹ Roberto Kobeh Gonzales.

² Norman H. Plummer.

PHILIPPINES

Defense: Personnel Exchange

*Memorandum of understanding signed at Manila
March 25, 1981;
Entered into force March 25, 1981.*

MEMORANDUM OF UNDERSTANDING FOR THE
EXCHANGE OF INDIVIDUAL PERSONNEL BETWEEN THE
UNITED STATES ARMY WESTERN COMMAND AND
THE ARMED FORCES OF THE PHILIPPINES

ARTICLE I

GENERAL

The United States Army Western Command (WESTCOM) and the Armed Forces of the Philippines (AFP) hereby formally establish an individual exchange program for the purpose of providing a system of mutual exchange of personnel between the two forces. This Memorandum of Understanding sets forth the general terms and conditions which will govern the exchange program. The program is designed to increase the expertise and esprit de corps of the personnel involved; develop an appreciation for the tactics and techniques of other forces; and provide meaningful contact between personnel of WESTCOM and personnel of the AFP. It is designed to further the bonds of friendship and understanding which exist between the two Armies and by which experience, professional knowledge, ideas, techniques, and doctrines of both are shared for maximum mutual benefit. This program is based on the concept of mutuality and reciprocity.

ARTICLE II

RELATIONSHIP OF EXCHANGE PERSONNEL
TO THEIR MILITARY FORCES IN THE HOST STATE

Personnel participating in this exchange program shall be temporarily assigned to their respective military attaches in the Host State.

ARTICLE III

DEFINITIONS

For the purpose of this Memorandum of Understanding the following definitions apply:

- a. "Parent State" means the state, or its territories and possessions, to which the Parent Force belongs.
- b. "Parent Force" means the defense force of the state to which the exchange personnel belong.

- c. "Host State" means the state, or its territories and possessions, to which the Host Force belongs.
- d. "Host Force" means the defense force of the state in which the personnel of the parent force are present pursuant to the exchange program.
- e. "Exchange personnel" means any person on active duty with the Parent Force who is present in the territory of the Host Force pursuant to this exchange program.
- f. "Military authorities of the Parent State" means those authorities of the Parent State who are empowered by its laws to enforce the military law of that state with respect to members of its forces or component.
- g. "Personnel Exchange" means the exchange of individuals rather than units.

ARTICLE IV

OBLIGATIONS OF THE HOST FORCE

The Host Force shall be responsible for providing without recovery of cost:

- a. The actual cost of transportation, including per diem and other travel allowances, when it directs temporary duty travel.
- b. Quarters for exchange personnel, not to include dependents, the same as for its own military personnel; exchange personnel, however, will be individually liable for the payment of charges, such as for maid services, for which Host Force personnel are also liable.
- c. Access to clubs, post messes, post exchanges, canteens and recreational facilities, the same as for its own military personnel; exchange personnel however, will be individually liable for the payment of dues/fees charged Host Force personnel.
- d. Medical and dental services and entitlements for exchange personnel the same as for its own military personnel.
- e. All other costs related to the exchange while the exchange personnel are present in the Host State, consistent with and in accordance with the laws and regulations of the Host Force and Host Government.

ARTICLE V

OBLIGATIONS OF THE PARENT FORCE

The Parent Force shall be responsible for:

- a. Movement of personnel and equipment from the parent force base to the Host State and return.
- b. Arrangements and movement for the return to the Parent State of injured or sick members of the Parent Force, as well as members of the Parent Force who at the request of the Host Force are ordered to depart.
- c. Pay and allowances for members of the Parent Force.
- d. Temporary duty costs including per diem and other travel allowances when such duty and travel are directed by the Parent Force.
- e. Cost of preparation and shipment of remains in the event of death of exchange personnel of the Parent Force.

ARTICLE VI

SELECTION CRITERIA

- a. Personnel selected for exchange duty will be those who have demonstrated capabilities for future positions of greater responsibility, who are well-versed in the current practices and doctrines of their Service, and who are particularly well-qualified through experience for the exchange program position which they will fill. Exchange of personnel will be on a one-for-one basis with the grades of the exchange personnel being equal insofar as possible.
- b. Lists of available exchange program posts/skill areas will be exchanged by the participating forces regularly for use in planning, programming and budgeting.

ARTICLE VII

TOUR OF DUTY

The normal tour of duty for exchange personnel, exclusive of travel time between countries, will be for a period of one to three months. Time required for any formal preparatory course of instruction will be in addition to the normal tour. Exceptions and/or adjustments to this policy will be based on mutual agreements between the participating Forces. Training provided to exchange personnel by the host force will be limited to instruction reasonably required for the performance of the exchange duty.

ARTICLE VIII

ADMINISTRATION

All exchange personnel participating in the exchange will be in possession of valid identification cards and identification discs (tags) in accordance with the regulations of the Parent Force and as prescribed by the laws and regulations of the Host Force. The military driving permits (licenses) of the Host Force may be issued to members of the Parent Force, when considered appropriate by the Host Force, under applicable orders and regulations of the Host Force. Such permits (licenses) will only be issued to members in possession of valid military driving permits (licenses) issued by the Parent Force.

ARTICLE IX

RESPECT FOR LOCAL LAW

Exchange personnel will refrain from any activity inconsistent with the spirit of this agreement and, in particular, from any political activity in the Host State.

ARTICLE X

ENTRY AND EXIT

Exchange personnel shall be in possession of appropriate documentation issued by the Parent State and required by authorities of the Host State for entry into and exit from the Host State.

ARTICLE XI

CUSTOMS AND DUTIES

Military authorities of the Parent State shall insure that exchange personnel of the Parent Force are aware of authorizations, limitations, and restrictions established by the Host State.

ARTICLE XII

WEAPONS

Exchange personnel will not carry personal weapons into the Host State. Military weapons issued to exchange personnel by the Parent Force will be introduced into the Host State only upon prior approval of competent Host Government authorities.

ARTICLE XIII

UNIFORM

Exchange personnel are to comply with the dress regulations of the Parent Force and the order of dress for any occasion is to be that which most nearly conforms to the order of dress for the particular unit of Host Force with which they are serving. Local commanding officers will not issue instructions to exchange personnel which cannot be complied with by reasons of differences in dress regulations. Customs of the Host Force will be observed with respect to wearing of civilian clothes.

ARTICLE XIV

DISCIPLINE

a. Exchange personnel will comply with the regulations, orders, instructions and customs of the Host Force insofar as they are applicable and not in conflict with Parent State laws and regulations.

b. Exchange personnel will not exercise disciplinary powers over personnel of the Host Force except as may be authorized by the laws and regulations of the Host Force and normally will defer such matters to the Host Force.

c. Insofar as their performance of exchange duties, exchange personnel are subject to the commands of officers and noncommissioned officers of the Host Force senior in rank to them who exercise command over such exchange personnel.

d. The respective forces will cooperate in the carrying out of administrative or disciplinary actions against the offender by the Parent Force.

ARTICLE XV

DUTIES

Exchange personnel will be assigned duties by the Host Force which are agreeable to the Parent Force. These duties will conform to the range of qualifications held by the exchange personnel, but such personnel must always be prepared to function fully as a member of the organization to which they are assigned.

ARTICLE XVI

ADMINISTRATION AND CONTROL

Exchange personnel will be administered and controlled as prescribed by the Parent Force. The Philippine Armed Forces Attache in Washington, DC shall exercise administrative control over all AFP personnel in the US. The Chief, JUSMAG Philippines is the in-country exchange program administrator for WESTCOM exchange personnel serving in the Republic of the Philippines.

ARTICLE XVII

MEDICAL AND DENTAL

It is the responsibility of the Parent Force to insure that all members of its force are medically and dentally fit prior to commencing the exchange program.

ARTICLE XVIII

COMMAND POSITIONS

- a. In no case may exchange personnel be assigned to a position in which they would be required to exercise command over personnel of the other force.
- b. In no case will exchange personnel be assigned to foreign units or units of the Host Force participating in combat operations.
- c. In any case involving hostilities or civil military actions, military duties of exchange personnel will be terminated and these personnel will contact appropriate Parent Force authorities for further instructions.
- d. Exchange personnel will not be placed on duty or in a position in areas of political sensitivity where their presence would jeopardize the interests of the Parent Force.
- d. WESTCOM exchange personnel on duty in the Republic of the Philippines will comply with travel restrictions imposed by the AFP; US Embassy, Manila; CINCPAC Representative, Philippines; and Chief, JUSMAG, Philippines.

ARTICLE XIX

AWARDS OR INSIGNIA

Awards or insignia of military qualifications bestowed upon military personnel of the Parent Force by the Host Force shall be made in accordance with the regulations of the Host Force. These awards or insignia shall not be accepted by the military personnel concerned without the prior approval of the Parent Force.

ARTICLE XX

LEAVE

Exchange personnel may be granted leave in accordance with the regulations of the Parent Force provided such leave is also approved by the proper authorities of the Host Force. Exchange personnel will observe Host Force country holiday schedules.

ARTICLE XXI

CLAIMS

a. Claims of inhabitants or other persons residing in or transiting the Republic of the Philippines, arising from acts or omissions of US Army exchange personnel serving with the Republic of the Philippines pursuant to this Agreement shall be presented to the CINCPAC Representative, Philippines who, after investigation, shall transmit the file to the Commander, WESTCOM, ATTN: ARJA, for consideration under applicable United States statutes and regulations.

b. Claims of inhabitants or other persons residing in or transiting the United States, arising from acts or omissions of AFP exchange personnel serving within the United States pursuant to this Agreement may be presented to the CINCPAC Representative, Philippines for transmission to the Government of the Republic of the Philippines for consideration under applicable Republic of the Philippines statutes or regulations.

c. The parties hereto agree to waive any and all claims against and hold harmless the other Force for damage to any property owned by them and used by their land, sea, or air armed services, if such damage:

(1) Is caused by exchange personnel of the other Force in the execution of his or her duties in connection with the operation of this personnel exchange, or;

(2) Arises out of the use of any vehicle, vessel or aircraft owned by the other Force and used by its armed services, provided either that the vehicle, vessel, or aircraft causing the damage was being used in connection with the operation of this Agreement or that the damage was caused to property being so used.

d. WESTCOM hereby agrees that it will not seek compensation, nor submit any claim nor bring any suit against the AFP, its officers, employees and agents because of any act or omission of AFP exchange personnel which results in injury or death to military personnel of the WESTCOM Force.

e. The AFP hereby agrees that it will not seek compensation, nor submit any claim nor bring any suit against the United States, its officers, employees and agents because of any act or omission of United States exchange personnel which results in injury or death to military personnel of the AFP Force.

f. The parties hereby declare their intention that loss or damage of personal property of the exchange personnel will be the responsibility of the Parent Force of the exchange personnel involved.

g. Except for WESTCOM and the AFP, this Agreement in no way abridges the right of any other individual or third party, or limits or has any force or effect upon the right or ability of such individual or party to claim, either administratively or by civil or criminal suit, for damage or injury caused by one or both of the parties to this Agreement.

TIAS 10871

ARTICLE XXII

EVALUATION AND REPORTS

a. WESTOON exchange personnel will be evaluated as prescribed in US Army Regulations 614-10 and 623-105. The exchange program administrator will provide the Host State rater with the appropriate regulations and guidance for submitting such reports.

b. AFP exchange personnel will have an evaluation report rendered by their United States Army commanding officer while they were on duty with the United States Army. Such reports will be rendered to the AFP pursuant to instructions to be provided separately by the AFP.

ARTICLE XXIII

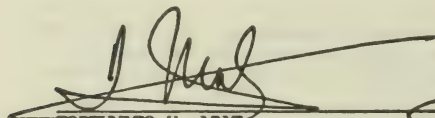
CANCELLATION, POSTPONEMENT OR SUBSTITUTION

Cancellation, postponement, or substitution of a specific exchange will be as mutually agreed between the Host and Parent Force.

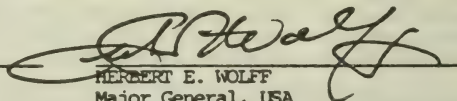
ARTICLE XXIV

TERMINATION

This Memorandum of Understanding is effective when signed by both parties, will be reviewed annually, and may be terminated by either Force upon written notice at least 90 days prior to date of such termination.



FORTUNATO U. ABAP
Major General, AFP
Commanding General,
Philippine Army



HERBERT E. WOLFF
Major General, USA
Commander, US Army Western Command

DATE:

25 March '87

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Exchange of Classified Information

Agreement signed at Washington July 6, 1981;

Entered into force July 6, 1981.

With exchange of letters.

AGREEMENT

FOR THE EXCHANGE OF CLASSIFIED INFORMATION

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

AND

THE FEDERAL MINISTER OF THE INTERIOR
OF THE FEDERAL REPUBLIC OF GERMANY

WHEREAS, the United States Nuclear Regulatory Commission (NRC) and the Federal Minister of the Interior of the Federal Republic of Germany (BMI) have a mutual interest in safeguards and safety for the peaceful use of nuclear energy and in the exchange of experience on such matters, and have a common objective of improving the safety and security of nuclear facilities and materials and of preventing harm to the public, the environment, and the national security.

WHEREAS, these two parties are engaged in cooperation in these matters under an Arrangement dated October 1, 1975^[1] and whereas these parties are negotiating an extension of this 1975 Arrangement, and intend to continue such cooperation under this extension and future agreements.

These two Parties hereby declare that whenever they agree to exchange any classified information under this cooperation or any future cooperation, such exchange of classified information shall be governed by the following:

1. The exchange of classified information shall be governed by the respective principles and procedures, including patents provisions, contained in the General Security Agreement dated December 23, 1960^[2] between the Governments of the Federal Republic of Germany and the United States of America, and any amendments of that Agreement. The Parties have agreed that only information on the peaceful uses of atomic energy will be exchanged under this Agreement.

2. For the purposes of this Agreement, information is understood in its broadest sense to include, among other things, any document, writing, sketch, photograph, plan, model, specification, design, or prototype, whether communicated by oral, visual, or written means or by transfer of equipment or materials.

3. This Agreement does not commit either agency to disclose classified information to the other.

4. This Agreement does not apply to atomic energy information which the United States designates as restricted data.

¹ TIAS 9069; 29 UST 4612.

² Not printed.

5. The representatives of each agency authorized to receive classified information from the other will have a security clearance equal to or greater than the security classification of the information involved and will have the physical capability to protect the classified information.

6. All requests for information and visits that would involve the disclosure of classified information will be sponsored by the requesting government.

7. For the exchange of classified information, the following procedural arrangements shall apply:

a. Each agency will designate government officials who are authorized to:

- (1) provide the security assurances,
- (2) certify security clearances of individuals,
- (3) submit requests for classified information, including visit requests,
- (4) receive and receipt for classified documents at designated points of delivery and mailing addresses that conform with the security assurances.

b. Each agency will inform the other of the individuals designated pursuant to a). above, and furnish signature samples of the designated officials. Prompt notification will be given to the other agency of the termination of any designations.

c. Each agency will designate individuals who are authorized to receive requests for classified information, including visit requests involving classified information. Only those designated individuals will be contacted by the requesting agency.

d. The original recipient will sign and return to the releasing agency a written receipt for all classified information received.

e. Classified documents, including notes taken by visitors, will be retained by the facility visited, but may be released upon the submission of a written request from the agency represented by the visitor.

f. Each agency will provide the other with necessary administrative instructions, supplemental to those of this Agreement concerning submission of requests and receipt of responses.

8. Each agency will report promptly and fully to the other any known or suspected compromise of classified information released to it, and the corrective action taken.

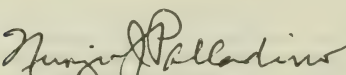
9. The Parties to the Agreement will consult to guarantee strict implementation of the security provisions of the Agreement. The Parties will permit visits by security personnel at mutually convenient times to discuss procedures and capabilities to protect classified information.

10. This Agreement also applies to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this Agreement.

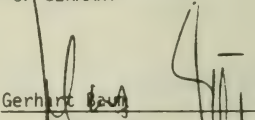
11. This Agreement may be modified by mutual agreement or terminated by either contracting agency subject to six months' notice to the other contracting agency. In case of a notice, the classified information being exchanged during the validity of this Agreement remains safeguarded according to the instructions being valid at that time.

Done at Washington, D.C., on July 6, 1981, in duplicate in the German and English languages, both texts being equally authentic.

FOR THE UNITED STATES
NUCLEAR REGULATORY COMMISSION

BY: 
TITLE: Chairman
DATE: July 6, 1981

FOR THE FEDERAL MINISTER OF
THE INTERIOR OF THE FEDERAL
REPUBLIC OF GERMANY

BY: 
TITLE: Minister of the Interior
DATE: July 6, 1981

VEREINBARUNG

UEBER DEN AUSTAUSCH VON VERSCHLUSSACHTEN

ZWISCHEN

DEM BUNDESMINISTER DES INNEREN

DER BUNDESREPUBLIK DEUTSCHLAND

UND

DER UNITED STATES NUCLEAR REGULATORY COMMISSION

Da der Bundesminister des Innern der Bundesrepublik Deutschland (BmI) und die United States Nuclear Regulatory Commission (USNRC) ein gemeinsames Interesse an Sicherungsmassnahmen und Sicherheit bei der friedlichen Nutzung der Kernenergie sowie am Austausch diesbezüglicher Erfahrungen haben und da sie das gemeinsame Ziel verfolgen, Sicherheit und Sicherheit kerntechnischer Einrichtungen und des entsprechenden Materials zu verbessern und eine Gefährdung der Öffentlichkeit, der Umwelt und der nationalen Sicherheit zu verhindern,

da die beiden Vertragsparteien auf diesen Gebieten aufgrund einer Vereinbarung vom 1. Oktober 1975 zusammenarbeiten und da diese Vertragsparteien zur Zeit über eine Verlängerung der Vereinbarung von 1975 verhandeln und beabsichtigen, die Zusammenarbeit im Rahmen dieser Verlängerung und künftiger Vereinbarungen fortzusetzen,

erklären die beiden Vertragsparteien hiermit, dass jeder Austausch von Verschlussachen, sobald sie vereinbaren, Verschlussachen im Rahmen dieser Zusammenarbeit oder einer künftigen Zusammenarbeit auszutauschen, folgenden Bestimmungen unterliegt:

- (1) Der Austausch von Verschlussachen unterliegt den jeweiligen Grundsätzen und Verfahren einschließlich der Patent-Bestimmungen, die in der Geheimschutzvereinbarung vom 23. Dezember 1960 zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika enthalten sind, sowie etwaigen späteren Änderungen jener Vereinbarung. Die Vertragsparteien sind sich darüber einig, daß im Rahmen dieser Vereinbarung nur Informationen über die friedliche Nutzung der Kernenergie ausgetauscht werden.

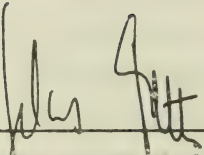
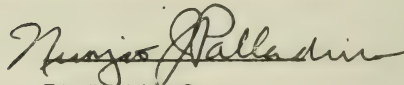
- (2) Für die Zwecke dieser Vereinbarung wird der Begriff Information im weitesten Sinne verstanden und umfasst unter anderem sämtliche Dokumente, Schriftstücke, Skizzen, Photographien, Pläne, Modelle, Spezifikationen, Muster oder Prototypen, gleichviel ob sie mündlich, schriftlich oder durch visuelle Mittel oder durch die Übertragung von Gerät oder Material übermittelt werden.
- (3) Diese Vereinbarung verpflichtet keine der beiden Stellen, der anderen Verschlussachen offenzulegen.
- (4) Diese Vereinbarung gilt nicht für Kernenergie-Informationen, welche die Vereinigten Staaten als "restricted data" ansehen.
- (5) Die Vertreter jeder Stelle, die befugt sind, Verschlussachen von der anderen Stelle zu erhalten, sind einer Sicherheitsüberprüfung des gleichen oder eines höheren Grades zu unterziehen wie bei: Geheimhaltungsgrad der betreffenden Information und müssen hinsichtlich der materiellen Geheimschutzvorkehrungen in der Lage sein, die Verschlussachen zu schützen.
- (6) Für alle Anträge für Informationen und Besuche, die eine Einsichtnahme in Verschlussachen einschliessen, ist die Regierung verantwortlich, die den Antrag stellt.
- (7) Für den Austausch von Verschlussachen gelten folgende verfahrenstechnische Bestimmungen:
 - (a) Jede Stelle beauftragt Regierungsbeamte, die befugt sind,

1. die Geheimhaltung zu garantieren,
 2. Sicherheitsunbedenklichkeitsbescheinigungen für Einzelpersonen auszustellen.
 3. Anträge für Verschlussachen einschließlich Besuchsanträge vorzulegen,
 4. geheimzuhaltende Dokumente an bestimmten Übergabestellen und unter bestimmten Postanschriften, die den Geheimschutzbestimmungen entsprechen, entgegenzunehmen und den Empfang zu quittieren.
- b) Jede Stelle wird die andere über die nach Buchstabe a) beauftragten Einzelpersonen unterrichten und Unterschriftsmuster der beauftragten Beamten zur Verfügung stellen. Die andere Stelle wird umgehend über die Beendigung jeder beauftragung in Kenntnis gesetzt.
- c) Jede Stelle beauftragt Einzelpersonen, die befugt sind, Anträge für Verschlussachen einschließlich Besuchsanträge, die Verschlussachen betreffen, in Empfang zu nehmen. Die den Antrag einreichende Stelle tritt nur an diese beauftragten Einzelpersonen heran.
- d) Der ursprüngliche Empfänger unterzeichnet eine Empfangsbescheinigung über alle erhaltenen Verschlussachen und händigt sie der Stelle aus, welche die Verschlussachen herausgibt.

- e) Geheimzuhaltende Dokumente einschließlich der von Besuchern gemachten Aufzeichnungen verbleiben bei der besuchten Einrichtung. können jedoch auf Vorlage eines schriftlichen Antrags der durch den Besucher vertretenen Stelle freigegeben werden.
 - f) Jede Stelle stellt der anderen die notwendigen Verwaltungsanweisungen zur Verfügung, welche diejenigen dieser Vereinbarung ergänzen, die sich auf die Vorlage von Anträgen und den Eingang von Antworten beziehen.
- (8) Jede Stelle wird die andere umgehend und vollständig über jede bekanntgewordene oder vermutete Preisgabe von Verschlussachen, die ihr überlassen wurden, sowie über die getroffenen Abhilfemaßnahmen in Kenntnis setzen.
- (9) Die Vertragsparteien dieser Vereinbarung werden einander konsultieren, um die strikte Durchführung dieser Vereinbarung zu gewährleisten. Die Vertragsparteien werden Besuche von Sicherheitspersonal der Regierung der anderen Stelle zu für beide Seiten geeigneten Zeitpunkten erlauben, um Verfahren und Möglichkeiten des Schutzes von Verschlussachen zu erörtern.
- (10) Diese Vereinbarung gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten der Vereinbarung eine gegenteilige Erklärung abgibt.

(11) Diese Vereinbarung kann im gegenseitigen Einvernehmen gesondert oder von jeder vertragschließenden Stelle gegenüber der anderen vertragschließenden Stelle unter Einhaltung einer Frist von sechs Monaten gekündigt werden. Im Fall der Kündigung werden die während der Geltungsdauer dieser Vereinbarung ausgetauschten Verschlüsseln weiterhin entsprechend den seiner Zeit in Kraft befindlichen Anweisungen geschützt.

Geschehen zu Washington am 6 Juli 1981 in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.


FÜR den Bundesminister des Innern
der Bundesrepublik Deutschland
Für die United States
Nuclear Regulatory Commission

[EXCHANGE OF LETTERS]

DER BUNDESMINISTER DES INNEREN

Geschäftszeichen (bei Antwort bitte angeben)

ES I 2 - 518 231-2/2.2

E 1128

Datum

681-4322

2. Juli 1981

Der Bundesminister des Innern Postfach 170290 5300 Bonn 1

Dienstgebäude Nr. 4

United States
Nuclear Regulatory Commission

Washington


DC 20555

Betr.: Vereinbarung über den Austausch von Verschlusssachen
zwischen der US-NRC und dem BMI vom 6. Juli 1981

Die United States Nuclear Regulatory Commission und der Bundesminister des Innern der Bundesrepublik Deutschland haben eine Vereinbarung über den Austausch von Verschlusssachen getroffen. In Übereinstimmung mit Art. 9 dieser Vereinbarung werden sich beide Vertragsparteien konsultieren, um die strikte Durchführung dieser Vereinbarung zu gewährleisten und werden sie Besuche von Sicherheitspersonal der Regierung der anderen Stelle zu für beide Seiten genehmen Zeitpunkten erlauben, um Verfahren und Möglichkeiten des Schutzes von Verschlusssachen zu erörtern.

Die Vertragsparteien haben Einvernehmen darüber erzielt, daß die in Art. 9 erwähnten Besuche auch Überprüfungen der getroffenen Geheimschutzvorkehrungen an Ort und Stelle beinhalten, welche von Fall zu Fall im gegenseitigen Einvernehmen festgelegt werden.

Mit freundlichen Grüßen
Im Auftrag


Dr. Schnur

TIAS 10872

JUL 1981

Dr. Helmut Schnurer, Dipl.-Ing.
Regulation and Licensing of
Nuclear Reactors
Der Bundesminister des Innern
Referat RS I 2
Postfach 170 290
5300 Bonn 1, Federal Republic of Germany

Dear Dr. Schnurer:

I hereby acknowledge receipt of and concurrence with your side letter of July 2, 1981 (Reference No. RS I 2-518 231-2/2.2) regarding Article 9 of the "Agreement for the Exchange of Classified Information Between the United States Nuclear Regulatory Commission and the Federal Minister of the Interior of the Federal Republic of Germany."

I am attaching for your information the English language text of this letter as it was translated by our Department of State's Division of Language Services.

Sincerely,

ORIGINAL SIGNED BY JOSEPH D. LAFLEUR

Joseph D. Lafleur, Jr.
Deputy Director
Office of International Programs

Attachment:

Ltr. dated 7/2/81, Schnurer to Lafleur (English text)

THE FEDERAL MINISTER OF THE INTERIOR
Postfach 170290
5300 Bonn

July 2, 1981

United States
Nuclear Regulatory Commission
Washington, D.C. 20555

Reference No. (please mention in reply)

RS I 2 - 518 231-2/2.2

Subject: Agreement on the exchange of classified material
between the U.S. Nuclear Regulatory Commission and
the Federal Ministry of the Interior of July 6, 1981

The United States Nuclear Regulatory Commission and the Minister of the Interior of the Federal Republic of Germany have concluded an agreement on the exchange of classified material. In accordance with Art. 9 of this agreement, both contracting parties will consult each other in order to guarantee the strict implementation of this agreement and will allow visits by security personnel of the other authority at times acceptable to both sides to discuss procedures and possibilities for the protection of classified material.

The contracting parties have reached agreement on the fact that the visits mentioned in Art. 9 include on-site check-ups on protective measures taken as mutually agreed from case to case.

Cordially,

by order: Dr. Schnurer

TIAS 10872

NETHERLANDS

Energy: Information Exchange

*Memorandum of understanding signed at Washington
and The Hague June 1 and 29, 1982;
Entered into force June 29, 1982.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA (DOE)
AND
THE MINISTRY OF ECONOMIC AFFAIRS OF THE NETHERLANDS

The Department of Energy of the United States of America and the Ministry of Economic Affairs of the Netherlands (hereinafter referred to collectively as the Parties):

Recognizing their mutual interest in making more efficient use of conventional energy sources and in developing new sources of energy; and desiring to accelerate the achievement of these objectives through an orderly exchange of energy-related information; have agreed on the following arrangements.

ARTICLE 1

The objective of cooperation under this Memorandum of Understanding is to establish, for the mutual benefit of the Parties, a reasonably balanced exchange of energy information.

ARTICLE 2

A. Pursuant to this Memorandum of Understanding, DOE shall:

- (1) Provide to the organization assigned by the Ministry of Economic Affairs of the Netherlands no less frequently than

TIAS 10873

monthly, at no charge, a single copy of computer tapes containing the bibliographic citation, an abstract, the availability source, and indexing for energy literature produced or compiled by DOE, organized as described in "Energy Information Data Base (EDB), Subject Categories" (TID-4584-R4).

Energy literature includes, but is not limited to books, journals, articles, conference papers, theses, patents, and reports.

- (2) Authorize the organization assigned by the Ministry of Economic Affairs of the Netherlands to make a standing order to purchase up to three sets in microfiche form of DOE produced energy reprints through the DOE Technical Information Center's microfiche contractor in accordance with the terms and conditions of the contract between DOE and the contractor.

B. Pursuant to this Memorandum of Understanding, the Ministry of Economic Affairs of the Netherlands shall:

- (1) Provide to DOE no less frequently than monthly, at no charge, a single copy of computer tapes containing the bibliographic citation, an abstract in English of each item, the availability source and indexing for energy literature published in the Netherlands, organized as described in "Energy Information Data Base, Subject Categories" (TID-4584-R4). Energy literature includes, but is not limited to books, journals, articles, conference papers, theses, patents, and reports.

DOE funded work will be identified on the computer tape by inclusion of the DOE contract number.

- (2) Provide to DOE one copy of all non-conventional energy literature published in the Netherlands, except for literature where no permission is given by the publishing organization(s). In the latter case an availability source will be given.

Non-conventional energy literature is defined as all literature other than journal articles or commercially published books.

- (3) Provide from time to time upon request, translations into English of information supplied to DOE under this MOU.
- (4) Authorize DOE to obtain the Netherlands input to the International Nuclear Information System (INIS) directly from the inputting center(s) solely for the cost of delivery.

ARTICLE 3

The Parties will observe the following principles in conducting the information exchange under this Memorandum of Understanding:

- (1) No proprietary information shall be exchanged.
- (2) Machine-readable bibliographic information transmitted shall be organized as described in "Energy Information Data Base, Magnetic Tape Description" (DOE/TIC-45810-R4).
- (3) Information exchanged by the Parties under this Memorandum of Understanding will not be transmitted to third party countries without receipt of written authorization to do so from the originating Party.

- (4) The undertaking in (3) above is subject to the laws and regulations of the Parties. In the event a Party to this Memorandum of Understanding does so give such information to a third party country, prompt notification will be sent to the Party which supplied it.

ARTICLE 4

To supervise the execution of the Memorandum of Understanding, DOE and the Ministry of Economic Affairs of the Netherlands will each name a Coordinator. At the conclusion of the first year of the exchange, the Coordinators shall evaluate the program and consider any necessary adjustments. At their discretion, the Coordinators may name correspondents to carry out day-to-day management of the cooperation.

ARTICLE 5

Information transmitted by one Party to the other Party under this Memorandum of Understanding shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party, or by any third party.

ARTICLE 6

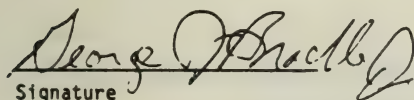
Cooperation under this Memorandum of Understanding shall be in accordance with the laws of the respective countries and the regulations of the respective Parties. All questions during its term shall be settled by the Parties by mutual agreement. It is understood that the ability of the Parties to carry out their obligations under this Memorandum of Understanding is subject to the availability of appropriated funds.

ARTICLE 7

1. This Memorandum of Understanding shall enter into force upon the later date of signature and, subject to paragraph 2 of this Article, shall continue in force for a five (5) year period. This Memorandum of Understanding may be amended or extended subject to written agreement by the Parties.

2. Either Party may terminate its participation in this Memorandum of Understanding at its discretion upon twelve (12) month's advance notification in writing to the other Party.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA


Signature

George J. Bradley, Jr.

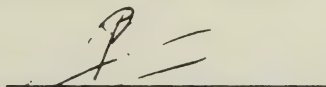
Name
Acting
Assistant Secretary
for International Affairs

Title

June 1, 1982

Date

FOR THE MINISTRY OF ECONOMIC
AFFAIRS OF THE NETHERLANDS


Signature

J.P. Campen

Name
Deputy Director General
for Energy

Title

June 29, 1982

Date

**UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND**

**Aviation: Provision of Equipment
and Services**

*Memorandum of agreement signed at Washington and
London June 29 and July 20, 1982;
Entered into force July 20, 1982.*

NAT-I-1223

MEMORANDUM OF AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND THE

UNITED KINGDOM
CIVIL AVIATION AUTHORITY

WHEREAS, the United States of America, Department of Transportation, Federal Aviation Administration (FAA), and the United Kingdom Civil Aviation Authority (CAA), strongly believe that a move to a greater mutual understanding of developing European and American regulations and procedures is a highly desirable objective to which both organizations are dedicated and can see an advantage in undertaking certain new programs jointly or in coordinating their work on programs in progress with a view to maximizing the use of their available resources;

WHEREAS, the FAA is in a position to furnish directly or by contract, on a reimbursable basis, such equipment and services which the CAA requires as may be agreed upon in appropriate Annexes to the Agreement, being equipment and services which the CAA has funds available for and has determined should be obtained from the FAA;

TIAS 10874

WHEREAS, the CAA is in a position to furnish directly or by contract, on a reimbursable basis, such equipment and services as may be agreed upon in appropriate Annexes to this Agreement being equipment and services which the FAA has funds available for and has determined should be obtained from the CAA;

WHEREAS, Section 305 of the Federal Aviation Act of 1958,^[1] as amended, directs FAA to encourage and foster the development of civil aeronautics and air commerce in the United States and abroad; Section 5 of the International Aviation Facilities Act of 1948,^[2] as amended, authorizes the FAA to accept funds from any foreign government as payment for any facilities, supplies or services performed for such government; and Section 313(d) of the Federal Aviation Act,^[3] as amended, authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft;

WHEREAS, by virtue of determination made by the Agency for International Development, under authority of Section 607(a) of the Foreign Assistance Act of 1961,^[4] as amended, the FAA is authorized to furnish equipment and services to the CAA; and

THEREFORE, the FAA and the CAA agree to implement a general agreement following these conditions:

¹ 72 Stat. 749; 49 U.S.C. §1346.

² 62 Stat. 451; 49 U.S.C. §1154.

³ 72 Stat. 753; 49 U.S.C. §1354.

⁴ 82 Stat. 963; 22 U.S.C. §2357(a).

ARTICLE I - General Framework

1.1 The FAA Administrator and the Chairman of the Civil Aviation Authority, either directly or through their chosen representatives, will maintain regular contact to:

A. Exchange information about, review, discuss, and compare programs developed under terms of this Agreement.

B. Agree in appropriate cases to combine their work and resources or to coordinate conduct of specific activities delineated in the Annexes hereto.

C. Nominate the appropriate coordinators if called for in the Annexes who will take the steps necessary to ensure the prompt exchange of information and organize meetings according to the conditions of the corresponding Annex. The people responsible for the project will maintain direct communications.

D. After consultation, decide and carry out decisions regarding the management of current joint activities, including the possible termination of programs considered unproductive.

1.2 Specific programs will be described in the Annexes to this general Agreement.

1.3 General Agreement will be administered by:

for CAA: The Secretary
 Civil Aviation Authority
 CAA House
 43-59 Kingsway
 London
 WC2B 6TE

for FAA: The Office of International Aviation
 Federal Aviation Administration
 800 Independence Avenue, S. W.
 Washington, D. C. 20591

1.4 The administration of the projects detailed in the Annexes will be undertaken by those nominated in the Annexes.

1.5 For purposes of this Agreement, the term equipment includes hardware, software, material and parts for inclusion in equipment and "services" includes the provision of information and of personnel to perform services.

ARTICLE II - Reports

When required, detailed reports will be prepared for each program. Each report will contain information on the progress made, the resources used, and the schedule planned, if appropriate, for subsequent stages. The report will be submitted periodically after the commencement of a program and as necessary before each meeting between representatives of the CAA and the FAA.

ARTICLE III - Description of Equipment and Services

A. Annexes to this Agreement will contain a concise description of the equipment to be supplied, supported or repaired for each type activity (i.e., computer, radar, communications, etc.) together with the details of the services to be supplied, shipping requirements, requisition procedures, and administrative overheads, and, when duly signed by the parties, become part of this Agreement.

B. Each Annex to this Agreement will be followed by a number to be assigned to the Annex in strict order. If the situation requires,

the Annexes may contain an Appendix which would identify specific details of the Annex.

C. Each Annex will specify the period of its validity and the conditions for termination.

ARTICLE IV - Requisitioning Procedures

The detailed procedures which are to be followed for obtaining the equipment and services covered by this Agreement are described in the Annexes or Appendices thereto to this Agreement. The requisitioning methods used by the CAA or the FAA in the Annexes will be in accordance with their respective statutory authorization and internal procedures.

ARTICLE V - Financial Provisions for Equipment and Services Furnished by the FAA

A. The CAA will reimburse the FAA for actual cost of equipment, services, materials, packing and shipping, plus administrative service charges detailed in the Annexes. FAA bills will be rendered on a quarterly basis, contain a reference to the Agreement, Annex and Appendix Number of NAT-I-1223 (e.g., NAT-I-1223-1-A, NAT-I-1223-1-B, etc.) and be supported with an appropriate summary of charges; (i.e., type of equipment, type of service, requisition number, packing, shipping, and related costs). Supporting records will be available for review at the Aeronautical Center or FAA Headquarters.

B. The CAA will be responsible for all transportation costs including shipping charges for items sent to FAA Depot.

C. All FAA bills will be forwarded to:

United Kingdom Defence Procurement Office
British Embassy
Washington, D. C. 20008

Payment of bills are due within sixty (60) days from the date of billing. Payments are to be made by check in U. S. dollars and forwarded to the appropriate FAA office indicated in each Annex or Appendix.

D. In the event that payment, referred to above, is not rendered within sixty (60) days from the date of billing, U. S. Government regulations require that late charges be assessed for each additional thirty (30) day period or portion thereof during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U. S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U. S. Treasury Department directive or regulation.

ARTICLE VI - Financial Provisions for Equipment and Services
Furnished by the CAA

A. The FAA will reimburse the CAA for actual cost of equipment, services, materials, packing and shipping, plus administrative service charges detailed in the Annexes. CAA bills will be rendered

on a quarterly basis, contain a reference to the Agreement, Annex and Appendix Number of NAT-I-1223, and be supported with an appropriate summary of charges; (i.e., type of equipment, type of service, requisition number, packing, shipping and related costs). Supporting records will be available for review at CAA House.

B. The CAA's representative who will present bills to, and receive payment from the FAA, will be:

United Kingdom Defence Procurement Office
British Embassy
Washington, D. C. 20008

and will forward bills to the appropriate FAA office indicated in each Annex or Appendix.

Payment of bills is due within sixty (60) days from the date of billing. If payment is not rendered within sixty (60) days from the date of billing, interest will be charged at a rate of 10% per annum.

ARTICLE VII - Special Conditions

A. The authority of the FAA to provide supply support for equipment itemized in the Annexes is dependent upon the continued unavailability in the open market of those parts which are peculiar to the equipments to be supported.

B. The CAA will be responsible for securing any licenses or other documents required to permit equipment furnished by the FAA under this Agreement to leave the United States and enter the United Kingdom. The CAA will be responsible for securing any licenses or

other documents required to permit equipment furnished by the FAA under this Agreement to leave the United Kingdom and enter the United States.

C. The FAA will be responsible for securing any licenses or other documents required to permit equipment furnished by the CAA under this Agreement to leave the United Kingdom and enter the United States. The FAA will be responsible for securing any licenses or other documents required to permit equipment furnished by the CAA under this Agreement to leave the United States and enter the United Kingdom.

D. The FAA will send to CAA appropriate shipping documents. Shipment is to be in accordance with the method requested in the Annexes. Shipping costs are to be prepaid and billed as a separate item on the invoice.

E. The furnishing party shall be responsible for equipment covered by this Agreement until the receiving party, its officers, agents, or employees, take custody of the equipment. The receiving party shall bear all risks of damage or loss to the equipment occurring after receipt of custody, provided such damage or loss is not the result of the negligence of the furnishing party.

ARTICLE VIII - Amendments

Any change in the equipment or services to be furnished, charges or other provisions of this Agreement or its Annexes will be formalized by appropriate written amendments which will outline the

nature of the change. Incorporation of amendments to this Agreement will not be effective until signed by the duly authorized representative of both parties.

ARTICLE IX - Effective Date and Termination

This Agreement will be effective upon signature of the duly authorized representatives of the FAA and the CAA and will remain in effect for a period of five (5) years from the date of latest signature or until such date as may be subsequently mutually agreed. This Agreement supersedes Agreement Number NAT-I-183 between the parties.

ARTICLE X - Identification

For identification purposes, the number NAT-I-1223 has been assigned to this Agreement and should be referred to in all future correspondence. Any correspondence related to specific Annexes to this Agreement should likewise refer to the assigned Annex and Appendix Number as appropriate.

ARTICLE XI - Resolution of Disagreements

Any disagreements regarding the interpretation or application of this Agreement will be resolved by consultation between the parties and will not be referred to any international tribunal or third party for settlement.

ARTICLE XII - Rights

Except as required by applicable law, neither the CAA nor the FAA will present any information or material pertinent to the tasks or related to the agreed programs to third parties other than contractors or subcontractors engaged in this Agreement to any public forum or print and distribute same without the consent of the other party. FAA will not release information under the U. S. Freedom of Information Act^[1] transmitted by the CAA or its contractor which has been marked proprietary and which comes under exemption 4 of the Freedom of Information Act for proprietary information. FAA shall notify the CAA of any request under the Freedom of Information Act and the two parties shall jointly discuss the proprietary nature of this information.

ARTICLE XIII - Authorization

The FAA and the CAA agree to the provisions of this Agreement as indicated by the signature of their duly authorized representatives.

UNITED KINGDOM
CIVIL AVIATION AUTHORITY

By: _____

[2]

Title: Deputy Chairman

Date: _____

2 July 1982

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

[3]

Director of

Title: International Aviation

Date: _____

JUN 29 1982

¹ 80 Stat. 250; 5 U.S.C. 552.

² G.C. Chouffot.

³ Quentin S. Taylor.

MULTILATERAL

Inter-American Development Bank

Amendments to the agreement of April 8, 1959, as amended.

*Approved by the Board of Governors of the Inter-American
Development Bank January 27, 1977;*

Entered into force April 27, 1977.

INTER-AMERICAN DEVELOPMENT BANK

RESOLUTION AG-1/77

LENDING TO THE CARIBBEAN DEVELOPMENT BANK

The Board of Governors

RESOLVES:

To make the following amendments to the Agreement Establishing the Bank:^[1]

- (a) To amend Section 1 of Article III, as follows:

"The resources and facilities of the Bank shall be used exclusively to implement the purpose and functions enumerated in Article I of this Agreement, as well as to finance the development of any of the members of the Caribbean Development Bank by providing loans and technical assistance to that institution."

- (b) To amend Section 4 of Article III, as follows:

"Subject to the conditions stipulated in this article, the Bank may make or guarantee loans to any member, or any agency or political subdivision thereof, to any enterprise in the territory of a member, and to the Caribbean Development Bank, in any of the following ways:"

- (c) Subsection (b) of Article III, Section 6, as follows:

"(b) By providing financing to meet expenses related to the purposes of the loan in the territories of the country in which the project is to be carried out. Only in special cases, particularly when the project indirectly gives rise to an increase in the demand for foreign exchange in that country, shall the financing granted by the Bank to meet local expenses be provided in gold or in currencies other than that of such country; in such cases, the amount of the financing granted by the Bank for this purpose shall not exceed a reasonable portion of the local expenses incurred by the borrower."

(Approved January 27, 1977)

1 TIAS 4397, 6591, 6920, 7437, 8383; 10 UST 3029; 19 UST 7381; 21 UST 1570; 23 UST 2455; 27 UST 3547.

BANCO INTERAMERICANO DE DESENVOLVIMENTO

RESOLUÇÃO AG-1/77

FINANCIAMENTO AO BANCO DE DESENVOLVIMENTO DO CARIBE

A Assembléia de Governadores

RESOLVE:

Introduzir as seguintes modificações no Convênio Constitutivo do Banco:

(a) A Seção 1 do Artigo III dirá:

"Os recursos e serviços do Banco serão utilizados unicamente para desempenhar as funções e atingir o objetivo indicados no Artigo I deste Convênio, bem como para financiar o desenvolvimento de qualquer dos membros do Banco de Desenvolvimento do Caribe, mediante empréstimos e assistência técnica que se conceda a dita instituição."

(b) A Seção 4 do Artigo III, dirá:

"O Banco poderá, nas condições estipuladas neste artigo, conceder ou garantir empréstimos a qualquer país membro, a qualquer de suas subdivisões políticas ou órgãos governamentais, a qualquer empresa no território do país membro e ao Banco de Desenvolvimento do Caribe, em uma das seguintes formas:"

(c) A Seção 6(b) do Artigo III, dirá:

"(b) O Banco poderá fornecer financiamento para atender a despesas que se relacionem com o objetivo do empréstimo e que sejam efetuadas no território do país em que se vai realizar o projeto. Apenas em casos especiais, principalmente quando o projeto provoque, indiretamente, no referido país aumento da procura de moedas estrangeiras, o financiamento que conceder o Banco para cobrir gastos locais poderá ser fornecido em ouro ou moeda diferente da moeda do referido país; nestes casos, o montante do financiamento não excederá uma parcela razoável dos referidos gastos locais que efetue o mutuário."

(Aprovada em 27 de janeiro de 1977)

BANQUE INTERAMERICAINE DE DEVELOPPEMENT

RESOLUTION AG-1/77

FINANCEMENT DE LA BANQUE DE DEVELOPPEMENT DES CARAIBES

L'Assemblée des gouverneurs,

DECIDE:

D'apporter les amendements suivants à l'Accord constitutif de la Banque:

(a) La Section 1 de l'Article III est ainsi modifiée:

"Les ressources et les services de la Banque seront utilisés exclusivement pour réaliser les objectifs et répondre aux attributions énumérés à l'Article I du présent Accord, ainsi que pour financer le développement de tout membre de la Banque de Développement des Caraïbes, au moyen de l'octroi de prêts et d'assistance technique à cette institution."

(b) La Section 4 de l'Article III est ainsi modifiée:

"Sous réserve des conditions stipulées dans le présent article, la Banque pourra accorder ou garantir des prêts en faveur de tout pays membre, de toute subdivision politique ou de tout organisme gouvernemental de ce pays, de toute entreprise dans le territoire du pays membre, ainsi qu'en faveur de la Banque de Développement des Caraïbes, en adoptant l'une des méthodes suivantes:"

(c) La Section 6(b) de l'Article III est ainsi modifiée:

"(b) Assurer le financement des dépenses afférentes aux objectifs du prêt effectuées dans les territoires mêmes du pays où le projet doit être exécuté. Toutefois, seulement dans des cas spéciaux, en particulier lorsque le projet donne lieu indirectement à un accroissement de la demande en devises étrangères dans ledit pays, le financement accordé par la Banque pour défrayer les dépenses locales pourra être fourni soit en or, soit dans des monnaies autres que celle du pays intéressé. Dans un tel cas, le montant du financement ne devra pas excéder une portion raisonnable des dépenses locales encourues par l'emprunteur."

(Approuvée le 27 janvier 1977)

BANCO INTERAMERICANO DE DESARROLLO

RESOLUCION AG-1/77

FINANCIAMIENTO AL BANCO DE DESARROLLO DEL CARIBE

• La Asamblea de Gobernadores

RESUELVE:

Introducir las siguientes modificaciones en el Convenio Constitutivo del Banco:

- (a) La Sección 1 del Artículo III, dirá:

"Los recursos y servicios del Banco se utilizarán únicamente para el cumplimiento del objeto y funciones enumerados en el Artículo I de este Convenio, y también para financiar el desarrollo de cualquiera de los miembros del Banco de Desarrollo del Caribe mediante préstamos y asistencia técnica que se conceda a dicha institución."

- (b) La Sección 4 del Artículo III, dirá:

"Bajo las condiciones estipuladas en el presente Artículo, el Banco podrá efectuar o garantizar préstamos a cualquier país miembro, a cualquiera de las subdivisiones políticas u órganos gubernamentales del mismo, a cualquier empresa en el territorio de un país miembro y al Banco de Desarrollo del Caribe, en las formas siguientes:"

- (c) La Sección 6(b) del Artículo III, dirá:

"(b) Suministrando financiamiento para cubrir gastos relacionados con los fines del préstamo y hechos dentro del territorio del país en el que se va a realizar el proyecto. Sólo en casos especiales, particularmente cuando el proyecto origine indirectamente en dicho país un aumento de la demanda de cambios extranjeros, el financiamiento que se conceda para cubrir gastos locales podrá suministrarse en oro o en monedas distintas de la de dicho país; sin embargo, en tales casos el monto de dicho financiamiento no podrá exceder de una parte razonable de los referidos gastos locales que efectúe el prestatario."

(Aprobada el 27 de enero de 1977)

FEDERAL REPUBLIC OF GERMANY

Defense: Modular Thermal Imaging Systems

*Memorandum of understanding signed at Washington and Bonn
February 27 and March 3, 1978;*

Entered into force April 20, 1978.

And supplement signed March 26, 1979;

Entered into force March 26, 1979.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL REPUBLIC OF GERMANY
REPRESENTED BY THE MINISTRY OF DEFENSE
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
REPRESENTED BY THE DEPARTMENT OF DEFENSE

FOR COPRODUCTION AND SALE OF MODULAR THERMAL
IMAGING SYSTEMS (MOD FLIR) AND THEIR COMPONENTS

Preamble

This Memorandum of Understanding, entered into pursuant to the provisions of the Mutual Defense Assistance Agreement which entered into force on December 27, 1975,^[1] will be the basis for the sale and coproduction, in accordance with the U.S. Arms Export Control Act and U.S. Government regulations, of thermal imaging systems, herein referred to as Modular Forward Looking Infra Red (MOD FLIR), and their modules and parts as they are defined in Annex (A). The objective is to achieve common use of MOD FLIR systems and Standard Modules and parts by the U.S. and German Armed Forces to the maximum extent feasible in furtherance of NATO standardization and interoperability goals.

Article I - Sale and Coproduction of MOD FLIR

A. The U.S. Government will make available to the Government of the Federal Republic of Germany the Production Technical Data Package (PTDP) for the production of the modules and parts listed in Annex (B); this does not, however, include the following modules and parts:

Detector-Dewar (DT-594/UA and DT-591/UA)
Light Emitting Diode Array (SU-96/UA)
Cooler, Cryogenic, Mechanical (HD-1033/UA)
Integrated Circuits, Preamplifier, SM-C-773757, SM-A-804800
and SM-C-807319
Integrated Circuits, Post Amplifier, SM-C-773766, SM-A-804803
and SM-C-807318
Integrated Circuits, LED Driver/Brightness Control, SM-C-773752,
SM-A-804806 and SM-C-807317

With respect to these modules and parts, the U.S. Government will make available only limited technical data relating to form, fit, and function.

B. The U.S. Government, however, intends to conclude in due time a supplementary agreement providing for delivery by June 1980 of the Production Technical Data Package (PTDP) for the production of those modules and parts excluded in I. A. above and further defined in Annex A.

C. The U.S. Government will permit sales to the Government of the Federal Republic of Germany and its contractors of the MOD FLIR systems, their modules and parts, as well as all items to be furnished and services to be rendered in connection therewith (maintenance and repair, if required), to include those excepted in Paragraph I. A. above.

¹ Should read "December 27, 1955". TIAS 3443; 6 UST 5999.

D. Items to be furnished, and services to be rendered by the U.S. Government to the Government of the Federal Republic of Germany, to include the PTDP, shall be the subject of separate Letters of Offer and Acceptance (LOA) (DD Form 1513) in each case; in the event of a discrepancy between this Memorandum of Understanding and a LOA, the latter shall be binding. The prices quoted in the LOAs shall include an appropriate amount for license fees, royalties, as well as recovered development costs, production costs, and other applicable costs.

E. The U.S. Government agrees that the FRG may sell or otherwise deliver the MOD FLIR, its parts and modules, to NATO nations when included as a part of the HOT, MILAN, TOW (when part of an FRG weapon system), PAH, LUCHS, MARDER, VBH and LEOPARD I and II weapons systems provided that the FRG obtains written approval of the U.S. Government in each case. The U.S. Government agrees that it would not deny any such sale or transfer unless it was unwilling to permit such sales or transfers from the U.S.

Article II - Manufacture

The USG recognizes that direct contractual arrangements may be made between manufacturers involved in the coproduction program in furtherance of this MOU. The USG will use its best efforts to facilitate the negotiation of such contracts consistent with the terms of this MOU.

Article III - Security

A. To the extent that any items, plans, specifications, technology, equipment, or other information furnished in connection with this transaction are classified by the USG for security purposes, the FRG shall maintain a similar classification and employ all measures necessary to preserve such security equivalent to those measures employed by the USG throughout the period during which the USG may maintain such classification.

B. The operating procedures for the implementation of the General Security Agreement between the two Governments, dated December 29, 1960, including the Industrial Security Agreement between the U.S. Department of Defense and the FRG Ministry of Defense, dated April 16, 1970,^[1] apply to activities under this MOU.

¹ Not printed.

Article IV - Authorized Use of Documentation

A. The USG will use its best efforts to furnish the FRG a PTDP, and other technical data, in accordance with Article I. A, that are accurate, adequate, and complete; however, the USG does not guarantee the accuracy, adequacy, or completeness of the PTDP drawings or any other data provided to the FRG by the USG.

B. Any procurement by the FRG directly from USG contractors will be subject to U.S. laws and regulations. The USG cannot guarantee the accuracy, adequacy, or completeness of any documentation provided by a U.S. contractor(s) under terms of direct agreements between the FRG and/or their selected contractor(s).

C. Within the scope of Article I, the FRG is authorized to use for evaluation, production, maintenance, repair, training and overhaul purposes documentation furnished by the USG to the extent of the rights of the USG therein. The limited technical data pertaining to modules and parts specifically identified in Article I, paragraph A, may be used only for evaluation, organizational and intermediate maintenance, and training.

D. This authorization does not in any way constitute a license to make, use, or sell the subject matter of: any inventions, technical information, or know-how owned by third parties which may be embodied or described in the documentation.

E. As to the technical data and other information, reproduction rights, inventions and licenses therefor, not owned or controlled by the United States, the USG will use its best efforts to assist the FRG in identifying and negotiating production and license rights on fair and reasonable terms, to produce or have produced by the FRG in accordance with this program, MOD FLIR Systems including standard modules and parts therefor. (The provisions of this paragraph will also apply to those modules and components excluded by Article I. A. upon completion of the supplemental agreement referred to in Article I. B.)

F. The FRG agrees that all technical data and documentation provided by the USG, in accordance with this MOU and related LOA's, or by U.S. manufacturers as mentioned under Article II, will be used, subject to paragraph C above, only for the purposes of this MOU. To achieve this end, the FRG may release the technical data and documentation to its contractors

involved in the coproduction under this MOU, provided that the FRG and its contractors expressly agree that they will not further release or use such data and documentation for any purpose other than the purposes of this MOU without the written approval of the USG.

Article V - Exchange of Technical Information and Utilization of Inventions

A. Subject to FRG laws and regulations the FRG will periodically report to, and at the requests of the United States Project Officer (designated in accordance with the provisions of Article IX) furnish to the USG at no cost except for reproduction costs, insofar as the FRG has the right to do so, all technical information and data concerning design and manufacturing changes, development modifications, and improvements developed under this coproduction program and incorporated into MOD FLIR Systems or their modules and parts by the FRG in accordance with Article VIII.

B. Subject to FRG laws and regulations the FRG agrees to furnish to the USG, insofar as it has the right to do so, technical information and data on inventions or discoveries, whether or not patentable, conceived or first actually reduced to practice in the performance of contracts for the production of the MOD FLIR system and/or modules and parts thereof in the FRG to use the same worldwide for USG defense purposes, including security assistance (grant aid and foreign military sales) programs of the USG. As to technical data or other information, reproduction rights, inventions and licenses therefore, not owned or controlled by the FRG, the FRG Government will use its best efforts to assist the USG in identifying and negotiating production and license rights on fair and reasonable terms, to produce or have produced by the U.S. in accordance with this program, MOD FLIR systems including standard modules and parts therefor.

C. Subject to U.S. laws and regulations, the USG will periodically report to, and at the request of the German Administrative Representative (designated in accordance with the provisions of Article IX) furnish to the FRG at no cost except for reproduction costs, insofar as the USG has a right to do so, technical information and data concerning design and manufacturing changes, development modifications, and improvements incorporated into the MOD FLIR System, except as it pertains to modules and parts identified in Article I Paragraph A.

D. Subject to U.S. laws and regulations, the USG agrees to furnish to the FRG at no cost except for reproduction cost, insofar as the USG has the right to do so, technical information and data and information on inventions or discoveries whether or not patentable, conceived or first actually reduced to practice in the performance of contracts in the U.S. for the production of the MOD FLIR System and/or modules and parts thereof except for modules and parts identified in Article I, Paragraph A.

Article VI - USG Purchases

A. The FRG agrees that the USG will have the right to make purchases in the FRG of MOD FLIR Systems and modules and parts thereof.

B. Prices of items purchased by or for the USG, or with funds derived through the Security Assistance Program or other USG programs, will not include royalties or other payments for the use or practice of inventions, designs, patents, technical data, etc., which the USG already has the right to use, disclose, or practice, which are in the public domain or which the USG has been given without restrictions upon its use or disclosure to others, or is otherwise entitled to use without the payment of royalties and/or other fees.

Article VII - Lease of MOD FLIR Systems Modules and Parts

Subject to the availability of the equipment, the USG is prepared to lease or loan MOD FLIR Systems and/or their modules or parts to the FRG for test purposes. The terms and conditions will be set forth in a separate arrangement to be negotiated by the two Governments and will conform to standard policies, laws, and regulations of the USG.

Article VIII - Standardization

The USG and FRG agree to seek an optimum level of standardization (form, fit, and function) of the MOD FLIR system with the objective of maintaining a common configuration, and at least, physical interchangeability to the maximum extent feasible.

A. The FRG agrees that, consistent with its national security prerogatives, the MOD FLIR System will be produced in the FRG in conformance with drawings, specifications and changes thereto furnished for its production as set forth in Annex A.

. B. The authorities to be nominated and authorized pursuant to Article IX will continually monitor interchangeability and compatibility of the elements of the system.

C. Modifications and improvements to the U.S. baseline configuration will be performed only after consultation by the appropriate authorities of the two countries. A representative of the FRG shall be a non-voting member of the MOD FLIR configuration control board (CCB) for the duration of this program. Under the authority of the U.S. Army, this board will consider, evaluate and make decisions on behalf of the parties to this MOU. Modifications and improvements not affecting the interchangeability or functional compatibility are permissible.

Article IX - Implementation

As soon as possible after signature of this MOU, the authorized representatives of the USG (DoD) and the FRG (FMOD) shall meet and agree upon an implementing arrangement. This arrangement will include procedures necessary to comply with provisions of this MOU such as joint responsibilities, exchange of information and communication, designation of a Project Officer for each country, and may provide for liaison offices within each country as needed.

Article X - Deviations

The USG shall not be responsible for modifications, improvement and changes proposed and/or implemented by the FRG or its authorized manufacturers from drawings, specifications, or data furnished by the United States or its manufacturers or for quality assurance of any FRG authorized modified modules and parts of the MOD FLIR System.

Article XI - Reports

The FRG agrees to furnish such information and progress reports as may be required by the USG to assure, in the mutual interest of the parties, orderly and successful completion of this coproduction program including, but not limited to, reports of all modifications, improvements and changes and periodic reports of modules and parts produced.

Article XII - Identification

Items manufactured by the FRG will be so identified by appropriate markings.

Article XIII - Resolution of Differences

The procedure for the resolution of differences will be covered by an implementing arrangement mentioned in Article IX. Major differences will be reported to the respective national authorities.

Article XIV - Termination

A. It is the intention of both Governments to implement the terms of this MOU to its completion. However, either Government (USG or FRG) may withdraw from this MOU at any time subject to giving the other Government notice in writing of its intention to do so. In this event, the USG will use its normal procedures for termination. The USG will use its best endeavors to ensure that the termination costs for which the FRG may be liable are restricted to a minimum. In the event of termination by the USG it will, in addition, subject to U.S. laws and regulations, use its best efforts to assure continued support of FRG production requirements by U.S. contractors.

B. The provisions of Articles III, IV D., IV E., and VI above shall continue in full force and effect after the termination of this MOU.

Article XV - Miscellaneous

In view of the requirement for effective and mutually beneficial defense relationships between the signatories to this Memorandum of Understanding, the USG and FRG hereby deem the work to be called for hereunder to be undertaken for their direct individual and mutual benefit, and accordingly the USG gives its authorization and consent for all use and manufacture of any invention covered by any U.S. Patents in the performance of any contracts pursuant to this Memorandum of Understanding.

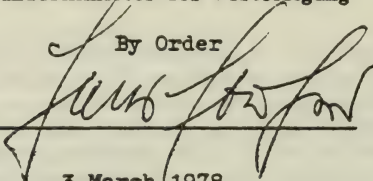
Article XVI - Effective Date

This MOU, done in the English and German languages, each equally authentic, shall become effective on the date that the United States Government notifies the Federal Republic of Germany of approval of this Memorandum of Understanding in accordance with United States Government legal procedures.

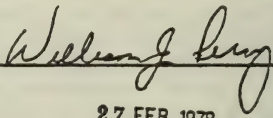
For the Federal Republic of Germany
The Bundesminister der Verteidigung

The Department of Defense for
the United States Government

By Order



[1]



[2]

Date 3 March 1978

27 FEB 1978

Effective Date 20 APRIL 1978

¹ Hans Eberhard.

² William J. Perry.

ANNEX (A)

BASELINE COMMON MODULE CONFIGURATION

The FLIR Common Module technical data baseline:

<u>Nomenclature</u>	<u>Specification No.'s</u>	<u>Data Lists</u>
(1) a. Detector-Dewar DT-594/UA	B2 28A050102B dated 1 Aug 1977 C2b 28A050102A dated 15 Nov 1976	DL-SM-B-806560A
b. Detector-Dewar DT-591/UA	B2 28A050107B dated 1 Aug 77 C2b 28A050107 dated 5 Apr 1976	DL-SM-B-807700
(2) a. Imager, Optical SU-103/UA	B2 28A050104A dated 15 Nov 1976 C2b 28A050104A dated 15 Nov 1976	DL-SM-B-773202A
b. Imager, Optical SU-97/UA	B2 28A050105A dated 15 May 1976 C2b 28A050105 dated 5 Apr 1976	DL-SM-B-771705
(3) a. Collimator, Visual SU-102/UA	B2 28A050105A dated 15 Nov 1976 C2b 28A050105A	DL-SM-B-773203A
b. Collimator, Visual SU-98/UA	B2 2301020104A dated 15 May 1976 C2b 2301020104 dated 5 Apr 1976	DL-SM-B-771706
(4) Preamplifier, Video AM-6923/UA	B2 & C2b 28A050106A dated 15 Nov 1976	DL-SM-B-773207B
(5) Biocular Assembly	B2 18A050112 dated 30 Sept 1974 C2b 28A050112 dated 30 Mar 1976	DL-SM-B-773210
(6) Regulator, Voltage Bias CN-1503/UA	B2 28A050118A dated 15 Nov 1976	DL-SM-B-773230B

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<u>Nonmenclature</u>	<u>Specification No. 's</u>	<u>Data Lists</u>
(7) Auxiliary Control, Video PL-1402/UA	B2 & C2b 28A050117A dated 15 Nov 1976	DL-SM-B-773228B
(8) Post Amplifier- Control Driver, Video AM-6924/UA	B2 & C2b 28A050116A dated 15 Nov 1976	DL-SM-B-773227B
(9) Cooler, Cryogenic, Mechanical HD-1033/UA	B2 & C2b 28A050108A	DL-SM-B-773208A
(10) Light Emitting Diode Array SU-96/UA	B2 & C2b 28A050103A dated 15 Nov 1976	DL-SM-B-806559A
(11) Scanner, Mechanical MX-9872/UA	B2 28A050107B dated 20 June 1977 C2b 28A050107A dated 15 Nov 1976	DL-SM-B-773201B
(12) Scan-Interlace (60 Hz) PL-1408/UA	B2 & C2b 28A0501020A	DL-SM-B-773232B
(13) Scan-Interlace (30 Hz) PL-1403/UA	B2 & C2b 28A050119A dated 13 May 1977	DL-SM-B-771731B

A list of those Common FLIR Modules for which the Production Technical Data package will be made available.

The Common FLIR Modules are:

- (1) Imager, Optical, SU-103/UA and SU-97/UA
- (2) Collimator, Visual, SU-102/UA and SU-98/UA
- (3) Preamplifier, Video, AM-6923/UA (without the integrated circuits)
- (4) Regulator, Voltage, Bias, CN-1503/UA
- (5) Biocular Assembly
- (6) Auxiliary Control, Video, PL-1402/UA
- (7) Post Amplifier - Control Drive, Video, AM-6924/UA (without the integrated circuits)
- (8) Scanner, Mechanical, MX-9872/UA
- (9) Scan-Interlace, PL-1408/UA
- (10) Scan-Interlace (30 Hz) PL-1403/UA

TIAS 10876

Vereinbarung

zwischen

der Bundesrepublik Deutschland

- vertreten durch das Bundesministerium der
Verteidigung (BMVg) -

und

der Regierung der Vereinigten Staaten von Amerika

- vertreten durch das Department of Defense (DOD) -

ueber

die Koproduktion und den Verkauf von modularen Waermebildgeraeten
(MOD FLIR) und deren Komponenten

Präambel

Diese Vereinbarung, die im Einklang mit dem am 27. Dezember 1975 in Kraft getretenen Abkommen ueber gegenseitige Verteidigungshilfe geschlossen wird, bildet die Grundlage fuer Verkauf und Koproduktion von Waermebildsystemen (im folgenden als modulare Waermebildgeraete - MOD FLIR - bezeichnet) und der dazugehoerigen, im Anhang A definierten Module und Einzelteile in Uebereinstimmung mit dem amerikanischen Waffenausfuhr-Kontrollgesetz sowie den einschlaegigen amerikanischen Rechtsvorschriften. Sie bezweckt die groesstmoeegliche Gemeinsamkeit der amerikanischen und deutschen Streitkraefte in der Ausstattung mit MOD FLIR-Systemen, genormten Modulen und Einzelteilen zur Foerderung der Standardisierung und Interoperabilitaet in der NATO.

Artikel I - Verkauf von Koproduktion von MOD FLIR - Geraeten

A. Die US-Regierung ueberlaesst der Regierung der Bundesrepublik Deutschland das Technische Fertigungsdatenpaket (Production Technical Data Package = PTDP) zur Herstellung der in Anhang B aufgefuehrten Module und Einzelteile; nicht inbegriffen sind jedoch folgende Module und Teile:

Empfaenger Dewar (DT-594/UA und DT-591/UA)

Leuchtdioden-Modul (Su-96/UA)

Kryogenkuehlmaschine (HD-1033/UA)

Integrierte Schaltungen, Vorverstaerker, SM-C-773757,
SM-A-804800 und
SM-C-807319

Integrierte Schaltungen, Ausgangsver-
staerker

SM-C-773766,
SM-A-804803 und
SM-C-807318

Integrierte Schaltungen, LED-Treiber/Hellig-

keitsregelung,

SM-C-773752,

SM-A-804806 und

SM-C-807317

Fuer diese Module und Teile stellt die US-Regierung technische Daten ueber Passform, Bau- und Arbeitsweise nur in begrenztem Umfang zur Verfuegung.

- B. Die US-Regierung beabsichtigt jedoch, zu gegebener Zeit eine Ergaenzungsvereinbarung zu schliessen, die bis Juni 1980 die Lieferung des Technischen Fertigungsdatenpaketes (PTDP) zur Herstellung der in Artikel I.A. ausgenommenen und in Anhang A naeher definierten Module und Einzelteile vorsieht.
- C. Die US-Regierung gestattet den Verkauf von MOD FLIR-Systemen, der dazugehoerigen Module und Einzelteile sowie aller im Zusammenhang hiermit zu erbringenden Lieferungen und Dienstleistungen (ggf. Instandhaltung und Instandsetzung) an die Regierung der Bundesrepublik Deutschland und ihre Auftragnehmer; dies gilt auch fuer die in Artikel I.A. ausgenommenen Gegenstände.
- D. Die Gegenstaende und Dienstleistungen, welche von der US-Regierung an die Regierung der Bundesrepublik Deutschland geliefert oder fuer sie erbracht werden sollen - einschliesslich des PTDP - sind in jedem Fall Gegenstand gesonderter Angebot- und Annahmeschreiben (LOA - DD Formblatt 1513); im Falle einer Nichtuebereinstimmung zwischen dieser Vereinbarung und einem LOA ist das letztere massgebend. Die in den LOA angegebenen Preise enthalten einen angemessenen Betrag fuer Lizenzgebuehren sowie fuer die Wiedereinbringung von Entwicklungs-,

Herstellungs- und sonstigen einschlaegigen Kosten.

- E. Die US-Regierung erklart sich bereit, dass die Bundesrepublik Deutschland mit schriftlicher Einwilligung der US-Regierung, die von Fall zu Fall einzuholen ist, MOD FLIR-Systeme sowie deren Einzelteile oder Module an Staaten der NATO verkauft oder ihnen anderweitig liefert, sofern diese Systeme, Module oder Einzelteile Bestandteil der Waffensysteme HOT, MILAN, TOW (falls Teil eines deutschen Waffensystems), PAH, LUCHS, MARDER, VBH, LEOPARD 1 oder LEOPARD 2 sind. Die US-Regierung wird ihre Einwilligung zu derartigen Verkaeufen oder Lieferungen nur dann versagen, wenn sie selbst den Verkauf oder die Lieferung aus den Vereinigten Staaten nicht gestatten wurde.

Artikel II - Fertigung

Die US-Regierung erkennt an, dass zur Förderung der Zwecke dieser Vereinbarung unmittelbare vertragliche Abmachungen zwischen den am Koproduktionsprogramm beteiligten Herstellerfirmen getroffen werden koennen. Die US-Regierung wird sich nach besten Kraeften bemuehen, die Aushandlung solcher Abmachungen zu erleichtern, sofern sie mit den Bestimmungen dieser Vereinbarung im Einklang stehen.

Artikel III - Sicherheit

- A. Soweit im Rahmen dieser Transaktion gelieferte Gegenstaende, Plaene, Spezifikationen, Technologien, Geraete oder sonstige Informationen von der US-Regierung aus Sicherheitsgrunden

eine VS-Einstufung erhalten, wendet die Bundesrepublik Deutschland eine entsprechende Einstufung an und trifft während der gesamten Zeit, in der US-Regierung die VS-Einstufung anwendet, im gleichen Umfang wie diese die zur Wahrung des Geheimschutzes erforderlichen Massnahmen.

- B. Für die Tätigkeit im Rahmen dieser Vereinbarung gelten die Durchführungsbestimmungen zum Allgemeinen Sicherheitsabkommen zwischen den beiden Regierungen vom 29. Dezember 1960 einschliesslich des Abkommens zwischen dem US Department of Defense und dem Bundesministerium der Verteidigung über den Geheimschutz in der Industrie vom 16. April 1970.

Artikel IV - Autorisierte Verwendung von Unterlagen

- A. Die US-Regierung wird sich nach besten Kräften bemühen, der Bundesrepublik Deutschland gemäss Artikel I.A. ein genaues, angemessenes und vollständiges PTDP und ebensolche andere technischen Daten zu liefern; die US-Regierung übernimmt jedoch für die Genauigkeit, Angemessenheit oder Vollständigkeit der PTDP-Zeichnungen oder sonstiger Daten, welche sie der Bundesrepublik Deutschland zur Verfügung stellt, keine Gewähr.
- B. Für alle Beschaffungen, welche die Bundesrepublik Deutschland unmittelbar bei Auftragnehmern der US-Regierung vornimmt, gelten die amerikanischen Rechtsvorschriften. Die US-Regierung kann keine Gewähr für die Genauigkeit, Angemessenheit oder Vollständigkeit von Unterlagen übernehmen, welche von amerikanischen Auftragnehmern aufgrund von Direktvereinbarungen mit der

Bundesrepublik Deutschland und/oder den von dieser ausgewählten Auftragnehmern zur Verfügung gestellt werden.

- C. Die Bundesrepublik Deutschland ist im Rahmen des Artikels I ermächtigt, die von der US-Regierung bereitgestellten Unterlagen für Zwecke der Bewertung, Fertigung, Instandhaltung, Instandsetzung, Ausbildung und Ueberholung insoweit zu verwenden, als die US-Regierung selbst hierzu berechtigt ist. Die begrenzten technischen Daten, die sich auf die in Artikel I.A. spezifizierten Module und Einzelteile beziehen, dürfen nur für Zwecke der Bewertung, Organisation, Feldinstandsetzung und Ausbildung verwendet werden.
- D. Mit dieser Ermächtigung wird in keiner Weise eine Lizenz zur Herstellung, Benutzung oder zum Verkauf von Erfindungen, technischen Informationen oder technischem Fachwissen erteilt, die Eigentum Dritter sind und in den Unterlagen beschrieben sind oder aus ihnen entnommen werden können.
- E. Bezüglich der technischen Daten, sonstigen Informationen, Nachbaurechten, Erfindungen und dazugehörigen Lizenzen, welche nicht Eigentum der US-Regierung sind oder sich nicht in ihrer Verfügungsgewalt befinden, wird sich die US-Regierung nach besten Kräften bemühen, der Bundesrepublik Deutschland bei der Ermittlung und Aushandlung von Fertigungs- und Lizenzrechten behilflich zu sein, die es ihr ermöglichen, MCD FLIR-Systeme nebst deren Standardmodule und Einzelteile im Einklang mit diesem Programm zu angemessenen Bedingungen herzustellen oder herstellen zu lassen. (Die Bestimmungen

dieses Artikels gelten nach Abschluss der in Artikel I.B. genannten Ergaenzungsvereinbarung auch fuer die in Artikel I.A. ausgenommenen Module und Einzelteile.)

- F. Die Bundesrepublik Deutschland verpflichtet sich, saemtliche technische Daten und Unterlagen, die ihr aufgrund dieser Vereinbarung und der zugehoerigen LOA von der US-Regierung oder den in Artikel II genannten US-Herstellerfirmen geliefert werden, nur fuer die Zwecke dieser Vereinbarung zu benutzen; die Bestimmungen des vorstehenden Absatzes C. bleiben jedoch unberuehrt. Die Bundesrepublik Deutschland ist berechtigt, die technischen Daten und Unterlagen zu diesem Zweck ihren aufgrund dieser Vereinbarung an dem Koproduktionsprogramm beteiligten Auftragnehmern zu ueberlassen, sofern sie selbst und ihre Auftragnehmer sich ausdruuecklich verpflichten, diese Daten und Unterlagen ohne das schriftliche Einverstaendnis der US-Regierung weder an Dritte weiterzugeben noch sie anders als fuer die Zwecke dieser Vereinbarung zu benutzen.

Artikel V - Austausch von technischen Informationen und Nutzung von Erfindungen

- A. Vorbehaeltlich der deutschen Gesetze und Rechtsvorschriften meldet die Bundesrepublik Deutschland der US-Regierung in regelmaessigen Abstaenden alle technischen Informationen und Daten ueber Konstruktions- und Fertigungsaenderungen, Entwicklungsaenderungen und Verbesserungen, die im Rahmen dieses Koproduktionsprogramms entwickelt und von der Bundesrepublik Deutschland gemaess Artikel VIII in MOD FLIR-Systeme, deren Module oder Einzelteile eingebaut werden; auf Ersuchen des

(gemaess Artikel IX zu ernennenden) US-Projektbeauftragten wird die Bundesrepublik Deutschland der US-Regierung diese Informationen und Daten bis auf die Vervielfältigungskosten kostenlos ueberlassen, soweit sie hierzu berechtigt ist.

- B. Vorbehaltlich der deutschen Gesetze und Rechtsvorschriften erklaert sich die Bundesrepublik Deutschland bereit, der US-Regierung - soweit sie hierzu berechtigt ist - technische Informationen ueber patentschutzfaehige und nicht patentschutzfaehige Erfindungen und Entdeckungen, welche bei der Ausfuehrung von Auftraegen zur Fertigung des MOD FLIR-Systems und/oder dessen Modulen und Einzelheiten in der Bundesrepublik Deutschland gemacht oder erstmals in der Praxis verwirklicht werden, zur Verfuegung zu stellen und der US-Regierung deren weltweite Verwendung fuer eigene Verteidigungszwecke einschliesslich der amerikanischen Militaerhilfeprogramme (Gratishilfe und FMS-Verkaeufe) zu gestatten. Bezueglich technischer Daten oder sonstiger Informationen, Nachbaurechte sowie Erfindungen und der dazugehoerigen Lizenzen, welche nicht Eigentum der Bundesrepublik Deutschland sind oder sich nicht in ihrer Verfuegungsgewalt befinden, wird sich die Bundesrepublik Deutschland nach besten Kraeften bemuehen, der US-Regierung bei der Ermittlung und Aushandlung von Fertigungs- und Lizenzrechten behilflich zu sein, die es ihr ermoeeglichen, zu angemessenen Bedingungen MOD FLIR-Systeme sowie deren Standardmodule und Einzelteile im Einklang mit diesem Programm in den Vereinigten Staaten herzustellen oder herstellen zu lassen.
- C. Vorbehaltlich der amerikanischen Gesetze und Rechtsvorschriften meldet die US-Regierung der Bundesrepublik Deutschland in regelmässigen Abstaenden technische Informationen und Daten ueber

Konstruktions- und Fertigungsänderungen, Entwicklungsänderungen sowie in das MOD FLIR-System aufgenommene Verbesserungen - soweit diese nicht die in Artikel I.A. genannten Module und Einzelteile betreffen - und stellt diese technischen Informationen und Daten der Bundesrepublik Deutschland auf Ersuchen des (gemaess Artikel IX zu ernennenden) deutschen Verwaltungsbeauftragten +) bis auf die Vervielfaeltigungskosten kostenlos zur Verfuegung, soweit sie hierzu berechtigt ist.

- D. Vorbehaltlich der amerikanischen Gesetze und Rechtsvorschriften erklaert sich die US-Regierung bereit, der Bundesrepublik Deutschland - soweit sie hierzu berechtigt ist - technische Informationen und Daten sowie Informationen ueber patentschutzfaehige und nicht patentschutzfaehige Erfindungen und Entdeckungen kostenlos - bis auf die Vervielfaeltigungskosten - zu ueberlassen, welche in den Vereinigten Staaten bei der Durchfuehrung von Auftraegen zur Fertigung des MOD FLIR-Systems und/oder dessen Modulen und Einzelteilen - ausgenommen die in Artikel I.A. genannten Module und Einzelteile - gemacht oder erstmals in der Praxis verwirklicht worden sind.

Artikel VI - Kaeufe durch die US-Regierung

- A. Die Bundesrepublik Deutschland raeumt der US-Regierung das Recht ein, MOD FLIR-Systeme sowie deren Module und Einzelteile in der Bundesrepublik Deutschland kaeuflich zu erwerben.

+) Anm. d. Uebers.: In Artikel IX "Projektbeauftragter" genannt,
analog zum US-Beauftragten in Artikel V.A.

- B. In den Preisen von Gegenstaenden, die von der US-Regierung oder fuer die US-Regierung oder mit Mitteln des Militaerhilfe-programms bzw. sonstiger Programme der US-Regierung gekauft werden, duerfen keine Lizenzgebuehren oder sonstige Zahlungen fuer die Benutzung oder Anwendung von Erfindungen, Konstruktionen, Patenten, technischen Daten usw. enthalten sein, zu deren Benutzung, Anwendung oder Weitergabe die US-Regierung bereits berechtigt ist, die allgemein zugaenglich sind, die der US-Regierung ohne Beschraenkung der Nutzung oder Weitergabe an Dritte uebergeben wurden oder die die US-Regierung anderweitig ohne Zahlung von Lizenz- und/oder sonstigen Gebuehren benutzen darf.

Artikel VII - Vermietung von MOD FLIR-Systemen, Modulen und Einzelteilen

Soweit entsprechendes Geraet zur Verfuegung steht, ist die US-Regierung bereit, der Bundesrepublik Deutschland MOD FLIR-Systeme und/oder deren Module und Einzelteile zu Erprobungszwecken miet- oder leihweise zu ueberlassen. Die entsprechenden Bedingungen sind in einer gesonderten, von den beiden Regierungen auszuhandelnden Vereinbarung niederzulegen und muessen mit den ueblichen Grundsuetzen und allgemeinen Gesetzen und Rechtsvorschriften der US-Regierung im Einklang stehen.

Artikel VIII - Standardisierung

Die US-Regierung und die Bundesrepublik Deutschland sind sich darin einig, dass ein optimales Mass an Standardisierung (Passform, Bau- und Arbeitsweise) der MOD FLIR-Systeme angestrebt werden soll; Ziel ist die Beibehaltung eines gemeinsamen Bauzustands, zumindest aber eine moeglichst weitgehende Austauschbarkeit der Geraete.

- A. Die Bundesrepublik Deutschland erklart sich bereit, im Einklang mit ihren nationalen Sicherheitserfordernissen die MOD FLIR-Systeme in Deutschland in Uebereinstimmung mit Zeichnungen und den fuer die Fertigung gelieferten, in Anhang A genannten Spezifikationen sowie den hierzu herausgegebenen Aenderungen herzustellen.
- B. Die gemaess Artikel IX zu ernennenden und zu autorisierenden Bevollmaechtigten ueberwachen staendig die Austauschbarkeit und Kompatibilitaet der Systemkomponenten.
- C. Aenderungen und Verbesserungen der amerikanischen Grundkonfiguration duerfen nur nach vorheriger Absprache zwischen den zustaeendigen Stellen der beiden Staaten vorgenommen werden. Ein Vertreter der Bundesrepublik Deutschland tritt fuer die Dauer dieses Programms als nicht stimmberechtigtes Mitglied dem MOD FLIR-Konfigurationsueberwachungsausschuss (CCB) bei. Dieser Ausschuss steht unter der Leitung der US Army, er prueft, bewertet und entscheidet im Namen der Parteien dieser Vereinbarung. Aenderungen oder Verbesserungen, weiche sich nicht auf die Austauschbarkeit oder betriebliche Kompatibilitaet auswirken, sind statthaft.

Artikel IX - Durchfuehrung

Sobald wie moeglich nach Unterzeichnung dieser Vereinbarung treten die bevollmaechtigten Vertreter der US-Regierung (DoD) und der Bundesrepublik Deutschland (EMVg) zusammen und schliessen eine Durchfuehrungsvereinbarung. Diese behandelt insbesondere die zur Erfuellung der vorliegenden Vereinbarung erforderlichen Verfahrensfragen wie z.B. gemeinsame Zustaendigkeiten, Informationsaustausch

und laufende Kontakte, Bestimmung eines Projektbeauftragten fuer jedes Land sowie erforderlichenfalls die Einrichtung von Verbindungsbueros in beiden Laendern.

Artikel X - Abweichungen

Die US-Regierung ist fuer Formaenderungen, Verbesserungen und sonstige Abweichungen, die im Gegensatz zu den von den Vereinigten Staaten oder deren Herstellerfirmen gelieferten Zeichnungen, Spezifikationen oder Daten von der Bundesrepublik Deutschland bzw. den von ihr ermaechtigten Herstellerfirmen vorgeschlagen und/oder durchgefuehrt werden, nicht verantwortlich; die US-Regierung ist auch nicht verantwortlich fuer die Guetesicherung von technischen Aenderungen an Modulen oder Einzelteilen von MOD FLIR-Systemen, die von der Bundesrepublik Deutschland genehmigt worden sind.

Artikel XI - Berichte

Die Bundesrepublik Deutschland erklaert sich bereit, Angaben und Sachstandsberichte zu liefern, welche die US-Regierung benoetigt, um im beiderseitigen Interesse die ordnungsgemaesse und erfolgreiche Durchfuehrung dieses Koproduktionsprogramms zu gewaehrleisten; insbesondere ist ueber saemtliche Formaenderungen, Verbesserungen und Abweichungen zu berichten, und es sind regelmaessige Berichte ueber gefertigte Module und Einzelteile vorzulegen.

Artikel XII - Kennzeichnung

In der Bundesrepublik Deutschland hergestellte Artikel sind in geeigneter Weise als solche zu kennzeichnen.

Artikel XIII - Beilegung von Meinungsverschiedenheiten

Das Verfahren zur Beilegung von Meinungsverschiedenheiten wird

in der in Artikel IX genannten Durchfuehrungsvereinbarung geregelt. Schwerwiegende Meinungsverschiedenheiten sind den zustaendigen nationalen Stellen vorzutragen.

Artikel XIV - Ausserkrafttreten

- A. Beide Regierungen beabsichtigen, die Bestimmungen dieser Vereinbarung so lange durchzufuehren, bis ihr Zweck erreicht ist. Jede der beiden Regierungen (sowohl die US-Regierung als auch die Bundesregierung) kann jedoch jederzeit von dieser Vereinbarung zuruecktreten, sofern sie der anderen Regierung diese Absicht schriftlich mitteilt. In einem solchen Fall wendet die US-Regierung ihre normalen Kuendigungsverfahren an. Die US-Regierung wird sich nach besten Kraeften bemuehen, eventuelle Kuendigungsfolgekosten, fuer welche die Bundesrepublik Deutschland einzustehen hat, so gering wie moeglich zu halten. Im Falle einer Kuendigung durch die US-Regierung wird sich diese ausserdem unbeschadet der amerikanischen Gesetze und Rechtsvorschriften nach besten Kraeften bemuehen, die weitere Unterstuetzung des deutschen Fertigungsbedarfs durch amerikanische Auftragnehmer sicherzustellen.
- B. Die Bestimmungen der Artikel III, IV D, IV E, und VI bleiben auch nach Ausserkrafttreten dieser Vereinbarung in vollem Umfang in Kraft.

Artikel XV - Verschiedenes

Angesichts der Notwendigkeit erfolgreicher und beiderseits fruchtbarer Beziehungen in Verteidigungsfragen zwischen den Unterzeichnern der vorliegenden Vereinbarung bestaetigen die US-Regierung und die

Bundesrepublik Deutschland hiermit, dass die im Einklang mit dieser Vereinbarung durchzufuehrenden Arbeiten zu ihrem unmittelbaren individuellen und beiderseitigen Nutzen sind; infolgedessen ermächtigt und billigt die US-Regierung jegliche Nutzung und Fertigung von unter amerikanischem Patentschutz stehenden Erfindungen im Rahmen der Durchfuehrung von Auftraegen gemaess dieser Vereinbarung.

Artikel XVI - Zeitpunkt des Inkrafttretens

Diese Vereinbarung ist in englischer und deutscher Sprache abgefasst, wobei jeder Wortlaut gleichermassen verbindlich ist; sie tritt an dem Tag in Kraft, an welchem die US-Regierung die Bundesrepublik Deutschland in der nach amerikanischem Recht vorgeschriebenen Form von der Genehmigung dieser Vereinbarung in Kenntnis setzt.

Fuer die Bundesrepublik
Deutschland
Der Bundesminister der
Verteidigung:

Im Auftrag

Datum 3. März 1978

Fuer die Regierung der Vereinigten
Staaten von Amerika
The Department of Defense:

27 FEB 1978

Zeitpunkt des Inkrafttretens: 20 APRIL 1978

ANHANG A

GRUNDKONFIGURATION DER GEMEINSAMEN FLIR-KOMPONENTEN

Nomenklatur	Spezifikationsnr.	Datenlisten
(1) a. Empfaenger/Dewar DT-594/UA	B2 28A050102B v. 1. Aug. 77 C2b 28A050102A v. 15. Nov. 76	DL-SM-B-806560B
b. Empfaenger/Dewar DT-591/UA	B2 28A050107B v. 1. Aug. 77 C2b 28A050107 v. 5. April 76	DL-SM-B-807700
(2) a. Infrarotempfaenger, Optik SU-103/UA	B2 28A050104A v. 15. Nov. 76 C2b 28A050104A v. 15. Nov. 76	DL-SM-B-773202A
b. Infrarotempfaenger, Optik SU-97/UA	B2 28A050105A v. 15. Mai 76 C2b 28A050105 v. 5. April 76	DL-SM-B-771705
(3) a. Kollimator fuer opti- sche Bildwiedergabe SU-102/UA	B2 28A050105A v. 15. Nov. 76 C2b 28A050105A	DL-SM-B-773203A
b. Kollimator fuer opti- sche Bildwiedergabe SU-98/UA	B2 2301020104A v. 15. Mai 76 C2b 2301020104 v. 5. April 76	SL-SM-B-771706
(4) Video-Vorverstaerker AM-6923/UA	B2&C2b 28A050106A v. 15. Nov. 76	DL-SM-B-773207B
(5) Binokularer Einblick	B2 18A050112 v. 30. Sept. 74 C2b 28A050112 v. 30. Maerz 76	DL-SM-B-773210
(6) Spannungsversorgung fuer Empfaengerzeile CN-1503/UA	B2 28A050118A v. 15. Nov. 76	DL-SM-B-773230B
(7) Video-Regelverstaerker PL-1402/UA	B2&C2b 28A050117A v. 15. Nov. 76	DL-SM-B-773228B

	Nomenklatur	Spezifikationsnr.	Datenlisten
(8)	Video-Ausgangsver- staerker AM-6924/UA	B2&C2b 28A050116A v. 15. Nov. 76	DL-SM-B-773227B
(9)	Kryogen-Kuehlmaschine HD-1033/UA	B2&C2b 28A050108A	DL-SM-B-773208A
(10)	Leuchtdioden-Modul SU-96/UA	B2&C2b 28A050103A v. 15. Nov. 76	DL-SM-B-806559A
(11)	Mechanische Abtast- einheit MX-9872/UA	B2 28A050107B v. 20. Juni 77 C2b 28A050107A v. 15. Nov. 76	SL-SM-B-773201
(12)	Abtast- und Zeilen- sprungsteuereinheit (60Hz) PL-1408/UA	B2&C2b 28A0501020A	DL-SM-B-773232B
(13)	Abtast- und Zeilen- sprungsteuereinheit (30 Hz) PL-1403/UA	B2&C2b 28A050119A v. 13. Mai 77	DL-SM-B-771731B

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ANHANG B

Aufstellung der gemeinsamen FLIR-Module, fuer welche das
Technische Fertigungsdatenpaket (PTDP) zur Verfuegung gestellt
wird:

- (1) Infrarotempfaenger, Optik SU-103/UA und SU-97/UA
- (2) Kollimator fuer optische Bildwiedergabe, SU-102/UA und
SU-98/UA
- (3) Video-Vorverstaerker, AM-6923/UA (ohne integrierte Schaltung)
- (4) Spannungsversorgung fuer Empfaengerzeitile, CN-1503/UA
- (5) Binokularer Einblick
- (6) Video-Regelverstaerker, PL-1402/UA
- (7) Video-Ausgangsverstärker, AM-6924/UA (ohne integrierte
Schaltung)
- (8) Mechanische Abtasteinheit, MX-9872/UA
- (9) Abtast- und Zeilensprungsteuereinheit, PL-1408/UA
- (10) Abtast- und Zeilensprungsteuereinheit (30 Hz), PL-1403/UA

S U P P L E M E N T

TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR CO-PRODUCTION AND SALE OF MODULAR THERMAL IMAGING SYSTEMS (MOD FLIR) AND THEIR COMPONENTS.

With reference to Article 1 Para. B of the Memorandum of Understanding between

the Government of the Federal Republic of Germany represented by the Ministry of Defense

and

the Government of the United States of America represented by the Department of Defense signed at 27 February/3 March 1978

both Parties agree to the following Supplement the purpose of which is to enable Germany to start pilot production not later than 1981:

Article 1 Sale and Coproduction

The US-Government will make available to the Government of the Federal Republic of Germany a Production Technical Data Package (PTDP) for the production of the following modules and parts:

Critical Item	Specification Number	Drawing Numbers
Detector-Dewar DT-594/UA	B2-28A050102B	SM-D-806561 Revision D
DT-591/UA	B2-2301020107B	SM-D-807700 Revision A
Cooler, Cryogenic HD-1033/UA	B2-28A050108A	SM-B-773683 Revision D

<u>Critical Item</u>	<u>Specification Number</u>	<u>Drawing Numbers</u>
Light Emitting Diode Array SU-96/UA	B2-28A050103A	SM-D-806557 Revision B
Integrated Circuit, Preamplifier	Not applicable	SM-A-804800B SM-C-807319C
Integrated Circuits, Post Amplifier	Not applicable	SM-C-773752B SM-C-773766A SM-A-804803A SM-A-804806A SM-C-807317A SM-C-807318A
Integrated Circuit, LED Driver/ Brightness Control	Not applicable	SM-C-773752

Article II Time of Release

The PTDP will be released after this Supplement has become effective.

Article III Other Equipment, Hardware and Technical Data

The US-Government agrees that it will permit the Licensor(s) to furnish to the Licensee(s) all equipment, hardware and technical data needed for the production of the modules and parts in Germany.

Article IV Applicable Provisions

Inasfar as they are not in contradiction to this Supplement all Articles of the Memorandum of Understanding will apply.

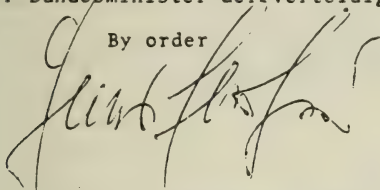
Article V Effective Date

This Supplement, done in the English and German Languages, each equally authentic, shall become effective on the date of the later signature below.

For the Government of the
Federal Republic of Germany

der Bundesminister der Verteidigung

By order



26 Mar 1978

For the US-Government
The Department of Defense

William J. Perry
26 Mar 1978

Ergänzungsvereinbarung

zur Vereinbarung zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über die Koproduktion und den Verkauf von modularen Wärmebildgeräten (MOD FLIR) und deren Komponenten.

Unter Bezugnahme auf Artikel I Absatz B der am 27. Februar/
3. März 1978 unterzeichneten Vereinbarung zwischen

der Regierung der Bundesrepublik Deutschland - vertreten
durch das Bundesministerium der Verteidigung -

und

der Regierung der Vereinigten Staaten von Amerika - vertreten
durch das Department of Defense -

schließen die beiden Parteien folgende Ergänzungsvereinbarung,
durch die Deutschland die Aufnahme der Pilotproduktion bis spätestens
1981 ermöglicht werden soll

Artikel I Verkauf und Koproduktion

Die US-Regierung überläßt der Regierung der Bundesrepublik Deutschland ein Technisches Fertigungsdatenpaket (Production Technical Data Package = PTDP) zur Herstellung der folgenden Module und Teile:

<u>Kritischer Modul</u>	<u>Spezifikations- nummer</u>	<u>Zeichnungsnummer</u>
Empfänger-Dewar	b2-28a050102b	sm-d-806561
dt-594/ua		revision d
dt-591/ua	b2-23010201o7b	sm-d-807700
		revision a
Kryogenkühlmaschine	b2-28a050108a	sm-b-773683
hd-1033/ua		revision d
Leuchtdioden-	b2-28a050103a	sm-d-806557
modul		revision b
su-96/ua		
Integrierte	nicht anwendbar	sm-a-804800b
Schaltungen,		sm-c-807319c
Vorverstärker		
Integrierte		
Schaltungen	nicht anwendbar	sm-c-773752b
		sm-c-773766a
Ausgangsverstärker		sm-a-804803a
		sm-a-804806a
		sm-c-807317a
		sm-c-807318a
Integrierte Schaltungen	nicht anwendbar	sm-c-773752
LED-Treiber/		
Helligkeitsregelung		

Artikel II Zeitpunkt der Überlassung

Das PTDP wird nach Inkrafttreten dieser Ergänzungsvereinbarung überlassen.

Artikel III Sonstige Geräte, Hardware und technische Daten

Die US-Regierung ist damit einverstanden, daß der (die) Lizenzgeber dem (den) Lizenznehmer(n) alle Geräte, Hardware und technischen Daten zur Verfügung stellt (stellen), die für die Fertigung der Module und Teile in Deutschland benötigt werden.

Artikel IV Geltende Bestimmungen

Soweit sie nicht im Widerspruch zu dieser Ergänzungsvereinbarung stehen, gelten alle Artikel der Vereinbarung.

Artikel V Inkrafttreten

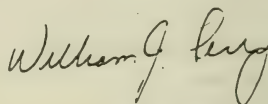
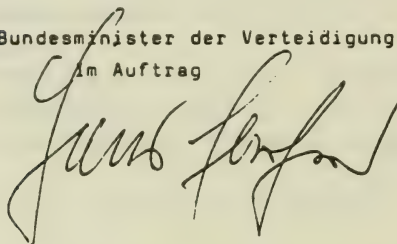
Diese Ergänzungsvereinbarung ist in englischer und deutscher Sprache abgefaßt, wobei jeder Wortlaut gleichermaßen verbindlich ist; sie tritt an dem Tag der zuletzt erfolgten Unterzeichnung in Kraft.

Für die Regierung der
Bundesrepublik Deutschland

Für die US-Regierung

Der Bundesminister der Verteidigung
im Auftrag

Das Department of Defense



26. März 1979

26 Mar, 1979

MULTILATERAL

Defense: Modular Thermal Imaging Systems

*Memorandum of understanding signed at Bonn, The Hague
and Washington February 12, May 21 and
December 22, 1981.*

Entered into force December 22, 1981.

MEMORANDUM OF UNDERSTANDING
FOR
COPRODUCTION AND SALE OF MODULAR THERMAL
IMAGING SYSTEMS (MOD FLIR) AND THEIR COMPONENTS
BETWEEN THE UNITED STATES GOVERNMENT REPRESENTED BY THE
DEPARTMENT OF DEFENSE AND THE MINISTRIES OF DEFENSE
OF THE FEDERAL REPUBLIC OF GERMANY AND THE NETHERLANDS

Preamble

This Memorandum of Understanding (MOU) is entered into to identify the mechanisms through which the common use of thermal imaging systems, herein referred to as US Modular Forward Looking Infrared systems (MOD FLIR), standard infrared modules, and parts can be maximized to enhance the antiarmor fighting capability of the Armed Forces of the North Atlantic Treaty Organization (NATO) and further the NATO goals of Standardization and Interoperability. It is pursuant to the provision of the Mutual Defense Assistance Agreements previously entered into between the participating nations,^[1] and in accordance with the laws and regulations of the participating nations, this MOU will be the basis for evaluations leading to subsequent sale, purchase, or possible coproduction of MOD FLIR, standard infrared modules, and parts, as defined in Annex A, with maximum feasible industrial involvement of the participating nations. The purchase and/or coproduction of MOD FLIR is not compulsory for the signatories of this MOU.

Article I - Introduction

This Memorandum of Understanding establishes a program which will consist of two phases whereby the United States Government (USG) will first provide USG-owned MOD FLIR production technical data to the other participants for evaluation purposes in order to enable the other participants to make a decision as to the purchase or coproduction of MOD FLIR and will consent to sales of MOD FLIR among signatories. Thereafter, in a second phase, agreements addressing the coproduction of MOD FLIR equipment and related services are to be negotiated and concluded on a case-by-case basis. The US and the FRG have already concluded the second phase coproduction agreement. This Memorandum of Understanding addresses both the terms and conditions applicable to the

¹ Agreement with the Federal Republic of Germany, June 30, 1955. TIAS 3443; 6 UST 5999.
Agreement with the Netherlands, June 27, 1950. TIAS 2015; 1 UST 88.

production technical data provided by the USG under the first phase which are immediately effective, as well as certain terms and conditions which are to be applicable to the second phase, the agreements for coproduction. The operation of the terms and conditions to be applicable to agreements for coproduction are not to be effective under this Memorandum of Understanding, but only represent the intention of the participants to include such terms and conditions in follow-on agreements. Among the terms and conditions applicable only to follow-on agreements on MOD FLIR are those addressing rights to manufacture, additional assistance, accuracy, adequacy or completeness of documentation, requirements to improve or supplement documentation, and exchange of information on changes, development modifications, or improvements.

Article II - Sale and Coproduction of MOD FLIR

A. Sales among Signatory Nations. Subject to and in accordance with its laws and regulations, the USG agrees to permit sale or other delivery of the MOD FLIR, its parts, and modules among signatories of this MOU without additional written approval of the USG. This agreement includes all items and services in connection therewith (maintenance and repair if required), whether or not they are included as a part of a unique weapon system.

B. Sales to Non-signatory Nations. The USG further agrees that the signatories of this MOU may sell or otherwise deliver the MOD FLIR, its parts, and modules to nations other than the signatories of this MOU when included as a part of a weapon system developed by a signatory nation, provided prior written approval of the US Government is obtained. The US Government agrees that it will not deny any such sale or transfer unless it is unwilling to permit comparable sales or transfers from the US.

C. Coproduction of Common Modules. Upon written request, the USG hereby agrees to make available to the governments of the other signatory nations of this MOU, to the extent it has the right to do so, production technical data as defined in Annex A, including all engineering drawings for common modules for which other signatories are considering coproduction (Article V.D, E). Such information will be made available under US Foreign Military Sales procedures. The data will be made available at no cost except for reproduction, distribution, packaging, and administrative costs. Coproduction agreements are to be negotiated on a case-by-case basis between the USG and other signatories, either individually or as members of a production consortium.

D. Additional Assistance by the USG. Items to be furnished and services to be rendered by the US Government to other signatory nations shall be the subject of separate Letters of Offer and Acceptance (LOA) (USG DD Form 1513). The signatories agree that the provisions of this MOU will be made an integral part of the LOA by reference on the DD Form 1513 and, where appropriate, may be appended to an LOA or similar document specifically to implement this program. All prices to be included in an LOA shall be appropriate for the assistance to be provided.

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Article III - Manufacture

The governments of the signatory nations of this MOU recognize that direct contractual arrangements may be made between manufacturers involved in the MOD FLIR program in furtherance of this MOU. Signatories will use their best efforts to facilitate the negotiation of such contracts consistent with the terms of this MOU and other related coproduction agreements. The parties to such direct contractual arrangements shall comply in all pertinent respects with US Department of State International Traffic in Arms Regulations and all other applicable laws of the signatory governments.

Article IV - Security

A. To the extent that any items, plans, specifications, technology, equipment, or other information or material furnished in connection with this MOU or subsequent coproduction MOU are classified by the originating government for security purposes, the signatories of this MOU shall maintain a similar classification and employ all measures necessary to preserve such security equivalent to those measures employed by the originator throughout the period during which the originator may maintain such classification.

B. The operating procedures for the implementation of Information Agreements between the Government of the United States and the governments of signatory countries, including the Industrial Security Agreements between the United States Department of Defense and the Ministries of Defense of the signatory countries, apply to activities under this MOU.

Article V - Authorized Use of Documentation

A. Signatories of this MOU will use their best efforts to furnish other signatories with technical data specified in paragraph c, Article II, that are accurate, adequate, and complete.

B. The signatories agree that any production technical data to be provided by them to the other signatories will be identical or equivalent to that which they and their suppliers use for their own manufacture, and which is reasonably required for a qualified producer. The liability of the signatories providing these data will, after conclusion of subsequent coproduction agreements, be limited, to the extent the signatory has the right to do so, to improving and supplementing data not in compliance with this agreement.

C. Signatory nations accept no responsibility for the accuracy, adequacy, or completeness of contractor documentation provided under terms of direct agreements between signatories of this MOU and/or contractors.

D. Technical data released under this MOU (the first phase) may be used solely for evaluation, unit organizational and intermediate maintenance, and training. Additional rights, to include production and overhaul, will be negotiated in coproduction agreements.

E. The authorization for use of documentation set forth in paragraph D above does not in any way constitute a license to make, use, or sell the subject matter of any inventions, technical information, or know-how owned by third parties which may be embodied or described in the documentation.

F. The signatories contemplate that, to the extent they have the right to do so, any use or manufacture of any invention covered by any patents owned by any of them necessary to the performance of any contracts pursuant to subsequently negotiated coproduction agreements will be authorized.

G. As to the technical data and other information, reproduction rights, inventions, and licenses therefor, not owned or controlled by the government supplying such data, the supplying government will, after the conclusion of subsequent coproduction agreements, use its best efforts to assist a receiving

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nation in identifying and negotiating production and license rights on fair and reasonable terms, to produce or have produced, by the signatories of this MOU in accordance with this program, MOD FLIR systems including standard modules and parts therefor, as specified in coproduction agreements.

H. The signatories of this MOU agree that all technical data and documentation provided by other signatories in accordance with this MOU, related LOA's and coproduction agreements, or direct contractual arrangements between manufacturers, as mentioned under Article II, will be used only for the purposes agreed to in this MOU, related LOA's, or other arrangements. The provisions of the NATO Agreement on Communication of Technical Information for Defense Purposes^[1] apply to proprietary information. To achieve this end, after conclusion of subsequent coproduction agreements, each signatory may release the technical data and documentation received from other signatories or their manufacturers to its contractors involved in MOD FLIR coproduction, to the extent they have the right to do so, provided that the recipient contractors expressly agree that they will not further release or use such data and documentation for any purpose other than the purposes of this MOU without the written approval of the government which originally provided that information or which permitted such manufacturers to provide it.

Article VI - Exchange of Technical Information and Utilization of Inventions

Coproduction agreements negotiated under Article II, paragraph c, will contain provisions for the exchange between signatories of technical information and data concerning design and manufacturing changes, development modifications, improvements, and inventions or discoveries, whether or not patentable, conceived or first actually reduced to practice in the production of MOD FLIR systems, modules, or parts under such coproduction programs and

¹ Done Oct. 19, 1970. TIAS 7064; 22 UST 347.

shall provide for appropriate utilization thereof. To the extent possible under national laws and regulations, these technical data and information shall be furnished at no cost except for reproduction distribution, packaging, and administrative costs, insofar as the providing nation has the right to do so. As to technical data or other information, reproduction rights, inventions, and licenses therefor, not owned or controlled by a signatory nation, the government of the signatory nation will use its best efforts to assist the other signatory governments in identifying and negotiating production and license rights on fair and reasonable terms. This technical exchange is necessary to maintain standardization and interoperability as further provided for in Article IX.

Article VII - Purchases

A. Subject to their national laws and regulations, each of the signatory nations of this MOU agrees that all other signatories will have the right to make purchases of MOD FLIR systems and modules and parts thereof from sources within the territory of any signatory nation.

B. Prices of items purchased by or for the USG, or with funds derived through Security Assistance Programs or other USG programs, will not include royalties or other payments for the use or practice of inventions, designs, patents, technical data, etc., which the USG already has the right to use, disclose, or practice, or which are in the public domain or which the USG has been given without restrictions upon its use or disclosure to others, or is otherwise entitled to use without the payment of royalties and/or other fees.

Article VIII - Lease of MOD FLIR Systems Modules and Parts

Subject to the availability of the equipment, the signatory nations are prepared to lease or loan MOD FLIR systems and/or their modules or parts to

the other signatory nations for test purposes. The terms and conditions will be set forth in separate arrangements to be negotiated by the governments involved and will conform to standard policies, laws, and regulations of the nation providing the equipment.

Article IX - Standardization

The signatory nations of this MOU agree to seek an optimum level of standardization of the common modules with the objective of maintaining a common configuration and, at least, interchangeability.

A. The signatory nations of this MOU agree that, with the exception of those interchangeable modules specifically developed in response to their national needs, the common modules as defined at Annex A will be produced under any subsequent coproduction agreement in accordance with the drawings and specifications of the US baseline configuration (Annex A). Modifications in the US baseline configuration as effected by the USG will be done with full consideration of the interests of the signatory nations. In the event that changes to the US baseline configuration are not acceptable to other nations, the USG, subject to national laws and regulations, will use its best efforts to ensure the continued support, especially with respect to the availability of spare parts, of supplemented items.

B. The authorities to be nominated and authorized pursuant to Article X will continually monitor interchangeability and compatibility of the elements of the system.

C. Under the authority of the US Army, the common module Configuration Control Board (CCB) will consider, evaluate, and make decisions on modifications and improvements to the US baseline configuration. Changes will be made only after consultation with the parties to the MOU. A representative from

each of the signatory nations shall be a nonvoting member of the common module CCB for the duration of this program. However, modifications and improvements consistent with national interests and not affecting interchangeability and functional compatibility are permissible.

Article X - Implementation

As soon as possible after signature of this MOU, authorized representatives of the Departments/Ministries of Defense of the signatory nations shall meet and agree upon an implementing arrangement to be applicable to programs under coproduction agreements negotiated pursuant to Article II, paragraph C. This arrangement will include procedures necessary to comply with provisions of this MOU such as joint responsibilities, exchange of information and ongoing contacts, configuration control, designation of a Project Officer for each country, termination procedures, and may provide for liaison offices within each country as needed.

Article XI - Deviations

Signatory nations providing common module technology shall not be responsible for modifications, improvements, and changes proposed and/or implemented by other signatory nations or their authorized manufacturers from drawings, specifications, or data furnished by another signatory nation or its manufacturers. Quality assurance of any modules and parts of the MOD FLIR system which are authorized by such other signatories to be modified shall be the responsibility of the signatory authorizing such modification.

Article XII - Reports

The signatory nations agree to furnish to each other such information and progress reports as may be required to assure, in the mutual interest of the parties, orderly and successful completion of this program, including but not limited to, reports of all modifications, improvements and changes, and periodic reports of modules and parts produced.

Article XIII - Identification

Items manufactured in the signatory nations will be so identified by appropriate markings in accordance with NATO Codification STANAG's using NATO stock numbering and identification guides.

Article XIV - Resolution of Differences

The procedure for the resolution of differences will be covered by the implementing arrangement mentioned in Article X. Major differences will be reported to the respective national authorities.

Article XV - Termination

A. It is the intention of the governments of signatory nations to implement the terms of this MOU. However, any government may withdraw from this MOU at any time subject to giving the other governments notice in writing of its intention to do so. In this event, the signatory nations will use the procedures for termination to be established in the implementing arrangement (Article X). Signatory nations will use their best endeavors to ensure that the termination cost for coproduction agreements for which the other signatories may be liable are restricted to a minimum. In the event of termination, the terminating signatory nations will, in addition, subject to national laws and regulations, use their best efforts to assure continued support of the production requirements of nonterminating signatory nations by the contractors of the terminating nation. No costs are to be incurred for termination of this MOU.

B. The provisions of Articles IV, V, and VII, above, shall continue in full force and effect after the termination of this MOU by any signatory nation with respect to that nation.

Article XVI - Effective Date

This MOU, done in the English, Dutch and German languages, each equally authentic, shall become effective on the date of the last signature.^[1]

Article XVII - FRG-US MOU

The existing MOD FLIR MOU between the US and FRG remains in effect except that articles IIA, IXA, and XIII of this MOU supersede Articles IE, VIIIA, and XII, respectively, of the FRG-US MOU.^[2]

For the Minister of Defense for
the Federal Republic of Germany
Im Auftrag

For the Department of Defense for
the United States Government

Date: 12. Februar 1981

MINISTERIALDIRIGENT LETZEL
Chief, Subdirector VI, Armaments Dir.
Federal Ministry of Defense
For the Minister of Defense for the Government of the Netherlands.

Date: 22 December 1981

CLAUDE M. KICKLIGHTER
Brigadier General, USA
Director, Security Assistance, DARCOM

Date: 21 mei 1981

Effective Date: _____
BRIGADE-GENERAL ir. j.j.g. Warringa
Deputy Chief of Staff R&E
Directorate of Materiel, RNA

¹The memorandum of understanding is printed in the English and German languages only.

²The FRG-US MOU was signed Feb. 27 and Mar. 3, 1978. A supplement was signed Mar. 26, 1979. TIAS 10876 supra.

ANNEX A

US BASELINE COMMON MODULE CONFIGURATION

The FLIR Common Module technical data baseline:

<u>Nomenclature</u>	<u>Specification No.'s</u>	<u>Data Lists</u>	<u>USG Engineering Drawings Available</u>
(1) a. Detector-Dewar DT-594/UA	B2 28A050102B, dated 1 Aug 77; C2b 28A050102A, dated 15 Nov 76	DL-SM-B-806560	No
b. Detector-Dewar DT-591/UA	B2 2301020107B dated 1 Aug 77; C2b 2301020107 dated 5 Apr 76	DL-SM-B-807700	No
(2) a. Imager, Optical SU-103/UA	B2 28A050104A, dated 15 Nov 76; C2b 28A050104A, dated 15 Nov 76	DL-SM-B-773202	Yes
b. Imager, Optical SU-97/UA	B2 2301020105A dated 15 May 76; C2b 2301020105A dated 5 Apr 76	DL-SM-B-806993	Yes
(3) a. Collimator, Visual SU-102/UA	B2 28A050105A, dated 15 Nov 76; C2b 28A050105A, dated 15 Nov 76	DL-SM-B-773203	Yes
b. Collimator, Visual SU-98/UA	B2 2301020104A, dated 15 May 76; C2b 2301020104, dated 5 Apr 76	DL-SM-B-771706	Yes
(4) Preamplifier, Video AM-6923/UA	B2 & C2b 28A050106A, dated 15 Nov 76	DL-SM-B-773207	Yes (with- out inte- grated circuits)
(5) Regulator, Voltage	B2&C2b 28A050118A dated 15 Nov 76	DL-SM-B-773230	Yes

<u>Nomenclature</u>		<u>Specification No.'s</u>	<u>Data Lists</u>	<u>USG Engineering Drawings Available</u>
(6)	Auxiliary Control, Video PL-1402/UA	B2&C2b 28A050117A dated 15 Nov 76	DL-SM-B-773228	Yes
(7)	Post-Amplifier Control Driver, Video AM-6924/UA	B2&C2b 28A050116A, dated 15 Nov 76	DL-SM-B-773227	Yes (with- out inte- grated circuits)
(8)	Cooler, Cryo- genic, Mechanical BD-1033/UA	B2&C2b 28A050108A dated 15 Nov 76	DL-SM-B-773208	Yes
(9)	Light Emitting Array, SU-96/UA	B2&C2b 28A050103A dated 15 Nov 76	DL-SM-B-806559	No
(10)	Scanner, Mechanical MX-9872/UA	B2 28A050107B, dated 20 Jun 77; C2b 28A050107A, dated 15 Nov 76	DL-SM-B-773201	Yes
(11)	Scan- Interlace (60 Hz) PL-1408/UA	B2&C2b 28A050120A dated 15 Nov 76	DL-SM-B-773232C	Yes
(12)	Scan- Interlace (30 Hz) PL-1403/UA	B2&C2b 28A050119A, dated 13 May 77	DL-SM-B-771731	Yes

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AC/225 (PG 15)

VFREINBARUNG

Über

die Koproduktion und den Verkauf von modularen Wärmebild-
geräten (MOD FLIR) und deren Komponenten

zwischen

der Regierung der Vereinigten Staaten, vertreten durch
das Verteidigungsministerium

u n d

den Verteidigungsministerien der Bundesrepublik Deutsch-
land und der Niederlande

20. August 1980

Diese Vereinbarung soll die Voraussetzungen für eine möglichst weitgehende gemeinsame Verwendung von Wärmebildsystemen (in folgenden als amerikanische modulare Infrarot-Wärmebildsysteme - MOD FLIR - bezeichnet) sowie ihrer Standard-Infrarotmodule und Einzelteile schaffen, um das Panzerabwehrpotential der Streitkräfte der Nordatlantikvertragsorganisation (NATO) zu stärken und die Standardisierung und Interoperabilität in der NATO zu fördern. Im Einklang mit den Bestimmungen der bereits zwischen den beteiligten Staaten geschlossenen Abkommen über gegenseitige Verteidigungshilfe und in Übereinstimmung mit den Gesetzen und Rechtsvorschriften der beteiligten Staaten bildet diese Vereinbarung die Grundlage für Bewertungen, welche später unter größtmöglicher industrieller Beteiligung der Teilnehmerstaaten zum Verkauf, zum Ankauf und eventuell zur Koproduktion von MOD FLIR und seinen in Anhang A aufgeführten Standard-Infrarotmodulen und Einzelteilen führen sollen. Die Unterzeichner dieser Vereinbarung sind zum Ankauf und/oder zur Koproduktion von MOD FLIR nicht verpflichtet.

Artikel I

Vorbemerkung

Mit dieser Vereinbarung wird ein aus zwei Phasen bestehendes Programm geschaffen; hierbei wird die Regierung der Vereinigten Staaten den anderen Teilnehmerstaaten zunächst eigene technische Fertigungsdaten über das MOD FLIR-System für Bewertungszwecke zur Verfügung stellen, um ihnen eine Entscheidung über den Ankauf oder die Koproduktion von MOD FLIR zu ermöglichen und sich damit einverstanden erklären, daß die Unterzeichnerstaaten einander MOD FLIR-Systeme verkaufen. Anschließend werden in einer zweiten Phase Vereinbarungen über die Koproduktion von MOD FLIR-Gerät und dazugehörige Nebenleistungen ausgehandelt und von Fall zu Fall abgeschlossen werden.

Die Bundesrepublik Deutschland und die Vereinigten Staaten haben im Rahmen dieser zweiten Phase bereits eine Vereinbarung über die Koproduktion abgeschlossen. Die vorliegende Vereinbarung regelt mit sofortiger Wirkung die Bedingungen, zu denen die Regierung der Vereinigten Staaten in der ersten Phase technische Fertigungsdaten zur Verfügung stellt; darüber hinaus enthält sie Bestimmungen, welche sich auf die zweite Phase, d.h. die Koproduktionsvereinbarungen, beziehen. Die Bestimmungen, welche für Koproduktionsvereinbarungen gelten sollen, finden im Rahmen dieser Vereinbarung noch keine Anwendung; die Teilnehmerstaaten bekunden damit vielmehr nur ihre Absicht, solche Bestimmungen in spätere Vereinbarungen aufzunehmen. Nur über MOD FLIR - Folgevereinbarungen anwendbar sind u.a. die Bestimmungen ueber Fertigungsrechte, zusätzliche Unterstützung, Genauigkeit, Angemessenheit und Vollständigkeit von Unterlagen, Forderungen zur Verbesserung oder Ergänzung der Dokumentation sowie über den Informationsaustausch im Zusammenhang mit Änderungen, Entwicklungsänderungen und Verbesserungen.

Artikel II

Verkauf und Koproduktion von MOD FLIR

A. Verkäufe an Unterzeichnerstaaten

Soweit ihre Gesetze und Rechtsvorschriften dem nicht entgegenstehen, gestattet die Regierung der Vereinigten Staaten den Verkauf und die anderweitige Lieferung von MOD FLIR-Systemen sowie der dazugehörigen Einzelteile und Module zwischen den Unterzeichnerstaaten dieser Vereinbarung, ohne daß es hierzu einer zusätzlichen schriftlichen Einwilligung der Regierung der Vereinigten Staaten bedarf. Dies gilt auch für alle zugehörigen Gegenstände und Leistungen (ggf. auch Instandhaltung und Instandsetzung), gleichviel ob diese Bestandteil eines einzelnen Waffensystems sind oder nicht.

B. Verkäufe an Nichtunterzeichnerstaaten

Die Regierung der Vereinigten Staaten ist ferner damit einverstanden, daß die Unterzeichnerstaaten dieser Vereinbarung MOD-Flir Systeme sowie deren Einzelteile und Module, welche Bestandteil eines von einem Unterzeichnerstaat entwickelten Waffensystems sind, anderen Staaten verkaufen oder sie ihnen anderweit überlassen, sofern zuvor das schriftliche Einverständnis der Regierung der Vereinigten Staaten eingeholt worden ist. Die Regierung der Vereinigten Staaten wird ihre Einwilligung zu derartigen Verkäufen oder Lieferungen nur dann versagen, wenn sie selbst vergleichbare Verkäufe oder Lieferungen aus den Vereinigten Staaten nicht gestattet.

C. Koproduktion gemeinsamer Module

Die Regierung der Vereinigten Staaten erklärt sich bereit, den Regierungen der anderen Unterzeichnerstaaten dieser Vereinbarung im Rahmen ihrer eigenen Verfügungsrechte auf schriftliche Anforderung die in Anhang A bezeichneten technischen Fertigungsdaten, einschließlich aller Konstruktionszeichnungen, für gemeinsame Module zur Verfügung zu stellen, deren Koproduktion von anderen Unterzeichnern erwogen wird (Art. V, Abs. D und E). Diese Informationen werden nach Maßgabe der Vorschriften für US-FMS-Verkäufe zur Verfügung gestellt. Mit Ausnahme der Kosten für Vervielfältigung, Versand, Verpackung und Verwaltungsaufwand werden für die Überlassung dieser Daten keine Kosten berechnet. Die Koproduktionsvereinbarungen sind von Fall zu Fall zwischen der Regierung der Vereinigten Staaten und den anderen Unterzeichnerstaaten auszuhandeln, wobei letztere entweder einzeln oder als Mitglieder eines Fertigungskonsortiums auftreten können.

D. Zusätzliche Unterstützung durch die Regierung der Vereinigten Staaten

Die von der Regierung der Vereinigten Staaten an andere Unterzeichnerstaaten zu liefernden Gegenstände und für

diese zu erbringenden Leistungen sind jeweils Gegenstand gesonderter "Letters of Offer and Acceptance" (LOA, DD-Formblatt 1513). Die Unterzeichner kommen überein, daß die Bestimmungen dieser Vereinbarung durch einen entsprechenden Vermerk auf dem Formblatt DD-1513 zum Bestandteil des LOA gemacht werden; wo dies sachlich geboten ist, können sie einem LOA oder einem ähnlichen Dokument als Anlage beifügt werden, um die Durchführung dieses Programms im einzelnen zu regeln. Sämtliche in einem LOA genannten Preise müssen in einem angemessenen Verhältnis zu der zu gewährenden Unterstützung stehen.

Artikel III

Fertigung

Die Regierungen der Unterzeichnerstaaten dieser Vereinbarung erkennen an, daß zur Förderung der Zwecke dieser Vereinbarung unmittelbare vertragliche Abmachungen zwischen den am MOD FLIR-Programm beteiligten Herstellerfirmen getroffen werden können. Die Unterzeichner werden sich nach besten Kräften bemühen, die Aushandlung solcher Abmachungen zu erleichtern, sofern sie mit den Bestimmungen dieser Vereinbarung und anderer, damit im Zusammenhang stehender Koproduktionsvereinbarungen im Einklang stehen. Die an solchen unmittelbaren vertraglichen Abmachungen beteiligten Parteien haben sich in allen einschlägigen Fällen nach den Vorschriften des US-Außenministeriums über die Ausfuhr von Wehrmaterial (US Department of State International Traffic in Arms Regulations) sowie den jeweils anwendbaren Gesetzen der Unterzeichnerstaaten zu richten.

Artikel IV

Sicherheit

- A. Soweit aufgrund dieser Vereinbarung oder späterer Koproduktionsvereinbarungen gelieferte Gegenstände, Pläne, Spezifikationen, Technologien, Geräte oder

sonstige Informationen oder Materialien von der Urheberregierung aus Sicherheitsgründen eine VS-Einstufung erhalten, wenden die Unterzeichnerstaaten dieser Vereinbarung eine entsprechende Einstufung an und treffen während der gesamten Zeit, in der die Urheberregierung die VS-Einstufung anwendet, in gleichem Umfang wie diese die zur Wahrung des Geheimschutzes erforderlichen Maßnahmen.

- D. Für Tätigkeiten, welche Gegenstand dieser Vereinbarung sind, gelten die Durchführungsvorschriften zu den zwischen den Regierungen der Vereinigten Staaten und der Unterzeichnerstaaten bestehenden Abkommen über die Behandlung von Informationen einschließlich der zwischen dem Verteidigungsministerium der Vereinigten Staaten und den Verteidigungsministerien der Unterzeichnerstaaten geschlossenen Vereinbarungen über den Geheimschutz in der Industrie.

Artikel V

Autorisierte Verwendung von Unterlagen

- A. Die Unterzeichner dieser Vereinbarung werden sich nach besten Kräften bemühen, den anderen Unterzeichnern in Artikel II, Abs. C bezeichnete technische Daten zu liefern, welche genau, angemessen und vollständig sind.
- E. Die Unterzeichner kommen überein, daß alle fertigungstechnischen Daten, welche sie den anderen Unterzeichnern zur Verfügung stellen, den Anforderungen eines qualifizierten Herstellers entsprechen und mit den Daten, welche sie und ihre Lieferanten für die eigene Fertigung verwenden, übereinstimmen oder diesen gleichwertig sein müssen. Soweit ein Unterzeichner, der solche Daten geliefert hat, hierzu berechtigt ist, wird seine Haftung nach Abschluß späterer Koproduktionsvereinbarungen darauf beschränkt, daß Daten, die die Anforderungen dieser Vereinbarung nicht erfüllen, zu berichtigen und zu ergänzen sind.

- C. Die Unterzeichnerstaaten übernehmen für die Genauigkeit, Angemessenheit und Vollständigkeit von Unterlagen, die aufgrund unmittelbarer vertraglicher Abmachungen zwischen Unterzeichnerstaaten dieser Vereinbarung und/oder Auftragnehmern durch Auftragnehmer zur Verfügung gestellt werden, keine Gewähr.
- D. Die aufgrund dieser Vereinbarung (in der ersten Programmphase) überlassenen technischen Daten dürfen nur für Zwecke der Bewertung, Truppen- und Feldinstandsetzung und Ausbildung verwendet werden. Rechte zur weitergehenden Nutzung, insbesondere für Fertigung und Grundüberholung, werden im Rahmen von Koproduktionsvereinbarungen ausgehandelt.
- E. Die Ermächtigung, Unterlagen gemäß Abs. D zu verwenden, stellt keine Lizenz zur Herstellung, zur Benutzung oder zum Verkauf von Erfindungen, technischen Informationen oder Know-how dar, die Eigentum Dritter und in den Unterlagen enthalten oder beschrieben sind.
- F. Die Unterzeichner erwägen, die Verwendung oder Herstellung jeder Erfindung, die aufgrund später auszuhandelnder Koproduktionsvereinbarungen zur Durchführung von Aufträgen benötigt wird und zugunsten eines von ihnen durch Patent geschützt ist, zu gestatten, soweit sie hierzu berechtigt sind.
- G. Soweit eine Regierung, welche technische Daten, sonstige Informationen, Nachbaurechte, Erfindungen und dazugehörige Lizenzen zur Verfügung stellt, nicht selbst Eigentümer oder darüber Verfügungsberechtigt ist, wird sie dem Empfängerstaat nach Abschluss späterer Koproduktionsvereinbarungen nach besten Kräften bei Klarstellung und Aushandlung von Fertigungs- und Lizenzrechten zu angemessenen Bedingungen behilflich sein, die es den Unterzeichnerstaaten dieser Vereinbarung ermöglichen, die in den Koproduktionsvereinbarungen genannten MOD FLIR-Systeme und zugehörigen Standardmodule und Einzelteile im Einklang mit diesem Programm herzustellen oder herstellen zu lassen.

Die Unterzeichner dieser Vereinbarung verpflichten sich, sämtliche technische Daten und Unterlagen, die ihnen durch andere Unterzeichnerstaaten aufgrund dieser Vereinbarung, der damit im Zusammenhang stehenden LOAs und Koproduktionsvereinbarungen und der in Artikel II genannten unmittelbaren vertraglichen Abmachungen zwischen Herstellerfirmen geliefert werden, nur für die Zwecke dieser Vereinbarung sowie der zugehörigen LOAs und sonstigen Abmachungen zu benutzen. Für Informationen, die Gegenstand gewerblicher Schutzrechte sind, gelten die Bestimmungen des NATO-Übereinkommens über die Weitergabe technischer Informationen zu Verteidigungszwecken. Jeder Unterzeichnerstaat ist berechtigt, nach Abschluß späterer Koproduktionsvereinbarungen die von anderen Unterzeichnern oder deren Herstellern erhaltenen technischen Daten und Unterlagen zu diesem Zweck seinen an der MOD FLIR-Koproduktion beteiligten Auftragnehmern zu überlassen, soweit sie dazu berechtigt sind und sofern diese Auftragnehmer sich ausdrücklich verpflichten, diese Daten und Unterlagen ohne das schriftliche Einverständnis der Regierung, welche diese Informationen ursprünglich geliefert oder den Auftragnehmern ihre Weitergabe gestattet hat, nicht für andere Zwecke als die Zwecke dieser Vereinbarung zu benutzen oder an Dritte weiterzugeben.

Artikel VI

Austausch von technischen Informationen und Nutzung von Erfindungen

In die gemäß Artikel II, Abschnitt C, auszuhandelnden Koproduktionsvereinbarungen sind Bestimmungen aufzunehmen, wonach technische Informationen und Daten über Konstruktions- und Fertigungsänderungen, Entwicklungsänderungen und Verbesserungen sowie über patentschutzfähige und nicht patentschutzfähige Erfindungen und Entdeckungen, die bei der Fertigung von MOD FLIR-Systemen, deren Modulen und Einzelteilen im Rahmen der Koproduktionsprogramme gemacht oder erstmals in der Praxis verwirklicht werden,

zwischen den Unterzeichnern auszutauschen und in sachgerechter Weise zu nutzen sind. Soweit dies nach den nationalen Gesetzen und Rechtsvorschriften möglich ist, werden diese technischen Daten und Informationen bis auf die Kosten für Vervielfältigung, Versand, Verpackung und Verwaltungsaufwand kostenlos zur Verfügung gestellt, soweit der bereitstellende Staat hierzu berechtigt ist. Soweit ein Unterzeichnerstaat nicht selbst Eigentümer von technischen Informationen, Nachbaurechten, Erfindungen und dazugehörigen Lizenzen oder darüber Verfügungsberechtigt ist, wird die Regierung dieses Unterzeichnerstaats den anderen Unterzeichnerregierungen nach besten Kräften behilflich sein, Fertigungs- und Lizenzrechte zu ermitteln und zu angemessenen Bedingungen zu erwerben. Dieser Austausch technischer Informationen ist erforderlich, um Standardisierung und Interoperabilität gemäß den in Artikel IX getroffenen Regelungen zu erhalten.

Artikel VII

Käufe

- A. Soweit seine nationalen Gesetze und Rechtsvorschriften dem nicht entgegenstehen, räumt jeder Unterzeichnerstaat dieser Vereinbarung allen anderen Unterzeichnerstaaten das Recht ein, MOD-FLIR-Systeme sowie deren Module und Einzelteile von Lieferanten im Staatsgebiet jedes Unterzeichnerstaates käuflich zu erwerben.
- B. In den Preisen für Gegenstände, die von der oder für die Regierung der Vereinigten Staaten, aus Mitteln von Programmen der US Security Assistance oder anderer Programme der Regierung der Vereinigten Staaten gekauft werden, dürfen keine Lizenzgebühren oder sonstigen Zahlungen für die Nutzung oder Anwendung von Erfindungen, Entwürfen, Patenten, technischen Daten usw.

enthalten sein, zu deren Nutzung, Anwendung oder Weitergabe die Regierung der Vereinigten Staaten bereits berechtigt ist, die allgemein zugänglich sind, die der Regierung der Vereinigten Staaten ohne Beschränkungen der Nutzung oder Weitergabe an Dritte überlassen wurden oder die sie aus anderen Gründen ohne Zahlung von Lizenz- und/oder sonstigen Gebühren benutzen darf.

Artikel VIII

Vermietung von MOD FLIR-Systemen, Modulen und Einzelteilen

Soweit entsprechendes Gerät zur Verfügung steht, sind die Unterzeichnerstaaten bereit, den anderen Unterzeichnerstaaten MOD FLIR-Systeme und/oder deren Module und Einzelteile zu Erprobungszwecken miet- oder leihweise zu überlassen. Die entsprechenden Bestimmungen und Bedingungen sind in gesonderten, von den beteiligten Regierungen auszuhandelnden Vereinbarungen niederzulegen und müssen mit den allgemeinen Grundsätzen, Gesetzen und Rechtsvorschriften des Staats im Einklang stehen, der das Gerät bereitstellt.

Artikel IX

Standardisierung

Die Unterzeichnerstaaten dieser Vereinbarung sind sich darin einig, daß ein optimales Maß von Standardisierung der gemeinsamen Module angestrebt werden soll; Ziel ist die Beibehaltung eines gemeinsamen Bauzustandes, zumindest aber Austauschbarkeit.

- A. Die Unterzeichnerstaaten dieser Vereinbarung verpflichten sich, die in Anhang A bezeichneten gemeinsamen Module mit Ausnahme der aufgrund spezieller

nationaler Erfordernisse entwickelten austauschbaren Module im Rahmen späterer Koproduktionsvereinbarungen entsprechend den Zeichnungen und Spezifikationen der amerikanischen Grundkonfiguration (Anhang A) herzustellen. Falls die Regierung der Vereinigten Staaten Änderungen der amerikanischen Grundkonfiguration vornimmt, wird dies unter voller Berücksichtigung der Interessen der Unterzeichnerstaaten geschehen. Sofern Änderungen der amerikanischen Grundkonfiguration für die anderen Staaten nicht akzeptabel sind, wird sich die Regierung der Vereinigten Staaten vorbehaltlich ihrer nationalen Gesetze und Rechtsvorschriften nach besten Kräften bemühen, die weitere logistische Versorgung der ergänzten Geräte sicherzustellen und insbesondere Ersatzteile bereitzuhalten.

- B. Die gemäß Artikel X zu benennenden und zu autorisierenden Dienststellen überwachen ständig die Austauschbarkeit und Kompatibilität der Systemkomponenten.
- C. Der unter der Leitung der US Army stehende Konfigurationsüberwachungsausschuß (CCB) für gemeinsame Module prüft, bewertet und entscheidet über Änderungen und Verbesserungen der amerikanischen Grundkonfiguration. Änderungen werden erst vorgenommen, wenn Konsultationen mit den Parteien dieser Vereinbarung stattgefunden haben. Für die Dauer dieses Programms gehört jeweils ein Vertreter jedes Unterzeichnerstaates dem Konfigurationsüberwachungsausschuß (CCB) für gemeinsame Module als nicht stimmberechtigtes Mitglied an. Änderungen und Verbesserungen, die mit den nationalen Interessen im Einklang stehen und sich nicht auf die Austauschbarkeit und funktionelle Kompatibilität auswirken, sind jedoch statthaft.

Artikel X
Durchführung

Sobald wie möglich nach Unterzeichnung dieser Vereinbarung treten bevollmächtigte Vertreter der Verteidigungsministerien der Unterzeichnerstaaten zusammen und schließen eine Durchführungsvereinbarung für Programme ab, die Gegenstand der gemäß Artikel II, Abschnitt C, ausgehandelten Koproduktionsvereinbarungen sind. Diese Vereinbarung wird die zur Durchführung der vorliegenden Vereinbarung wesentlichen Verfahrensfragen wie gemeinsame Zuständigkeiten, Informationsaustausch und laufende Kontakte, Bauzustandsüberwachung, Bestimmung eines Projektbeauftragten für jedes Land, Kuendigungsverfahren sowie erforderlichenfalls die Einrichtung von Verbindungsbueros in jedem Land behandeln.

Artikel XI
Abweichungen

Kein Unterzeichnerstaat, der Technologie für gemeinsame Module bereitstellt, ist für Änderungen, Abweichungen oder Verbesserungen verantwortlich, die ein dritter Unterzeichnerstaat oder dessen bevollmächtigte Hersteller an von einem anderen Unterzeichnerstaat oder dessen Herstellerfirmen gelieferten Zeichnungen, Spezifikationen oder Daten vorgeschlagen bzw. vorgenommen haben. Die Gewertsicherung fuer Module und Einzelteile des MOD-FLIR-Systems, deren Aenderung von dritten Unterzeichnerstaaten gestattet worden ist, ist jeweils Sache des Unterzeichnerstaates, der diese Aenderungen gestattet hat.

Artikel XII
Berichte

Die Unterzeichnerstaaten vereinbaren, sich gegenseitig die Angaben und Sachstandsberichte zu liefern, welche benötigt werden, um im gemeinsamen Interesse der Parteien die

ordnungsgeräße und erfolgreiche Durchführung des Programms zu gewährleisten; insbesondere ist über sämtliche Änderungen, Verbesserungen und Abweichungen zu berichten und es sind regelmäßige Berichte über referierte Module und Einzelteile vorzulegen.

Artikel XIII

Kennzeichnung

Die in den Unterzeichnerstaaten hergestellten Erzeugnisse sind in geeigneter Weise als solche zu kennzeichnen; dies hat in Übereinstimmung mit den NATO-Standardisierungsübereinkommen über Kodifizierung sowie unter Anwendung der NATO-Versorgungsnummern und Identifizierungsrichtlinien zu geschehen.

Artikel XIV

Beilegung von Meinungsverschiedenheiten

Das Verfahren zur Beilegung von Meinungsverschiedenheiten wird in der in Artikel X genannten Durchführungsvereinbarung geregelt. Schwerwiegende Meinungsverschiedenheiten sind den zuständigen nationalen Stellen vorzutragen.

Artikel XV

Kündigung

- A. Die Regierungen der Unterzeichnerstaaten beabsichtigen, die Bestimmungen dieser Vereinbarung durchzuführen. Jede Regierung kann jedoch jederzeit von dieser Vereinbarung zurücktreten, indem sie den anderen Regierungen diese Absicht schriftlich mitteilt. In diesem Fall wenden die Unterzeichnerstaaten die in der Durchführungsvereinbarung (vgl. Artikel X) festzulegenden Kündigungsverfahren an. Die Unterzeichnerstaaten werden

sich nach besten Kräften bemühen, im Zusammenhang mit Koproduktionsvereinbarungen entstehende Kündigungsfolgekosten, für welche die anderen Unterzeichnerstaaten gegebenenfalls einzustehen haben, so gering wie möglich zu halten. Ferner werden sich die ausscheidenden Unterzeichnerstaaten im Falle einer Kündigung vorbehaltlich ihrer nationalen Gesetze und Rechtsvorschriften nach besten Kräften bemühen, die weitere Deckung des Fertigungsbedarfs der nicht ausscheidenden Staaten durch die Auftragnehmer des ausscheidenden Staates sicherzustellen. Aufgrund einer Kündigung dieser Vereinbarung dürfen keine Kosten berechnet werden.

- I. Die Bestimmungen der Artikel IV, V und VII dieser Vereinbarung bleiben auch nach Kündigung der Vereinbarung durch einen Unterzeichnerstaat für diesen Staat in vollem Umfang in Kraft.

Artikel XVI

Zeitpunkt des Inkrafttretens

Diese Vereinbarung ist in englischer, niederländischer und deutscher Sprache ausgefertigt, wobei jeder Wortlaut gleichermaßen verbindlich ist; sie tritt am Tage der letzten Unterschriftsleistung in Kraft.

Artikel XVII

Deutsch-amerikanische Regierungsvereinbarung

Die zwischen den Vereinigten Staaten und der Bundesrepublik Deutschland abgeschlossene Vereinbarung über MOD FLIR bleibt in Kraft; jedoch werden Artikel I Abs. E, VIII Abs. A und XII der deutsch-amerikanischen Vereinbarung durch Artikel II Abs. A, IX Abs. A und XIII der vorliegenden Vereinbarung ersetzt.

Für den Bundesminister der
Verteidigung der
Bundesrepublik Deutschland
Im Auftrag

.....

Datum: 04. März 1981

Für das Verteidigungsministerium
der Regierung der
Vereinigten Staaten von Amerika

.....

Datum: 22. December 1981

CLAUDE M. KICKLIGHTER

Brigadier General, USA

Director, Security Assistance, DARCOM

Für den Verteidigungsminister
der Regierung der Niederlande

.....

Datum: 28. Januari 1982

BRIGADE-GENERAL ir. J. v. Veen
Deputy Chief of Staff R&E
Directorate of Materiel, RNA

ANHANG A

GRUNDKONFIGURATION DER GEMEINSAMEN MODULE

Technische Grunddaten der gemeinsamen Module des FLIR-Systems:

<u>Nomenklatur</u>	<u>Spezifikationsnummer</u>	<u>Datenlisten</u>	<u>Konstruktions- zeichnungen verfügbar</u>
(1) a. Empfänger-Dewar DT-594/UA	B2 28A050102P, v. 1. Aug. 1977; C2b 28A050102A, v. 15. Nov. 1976	DL-SN-P-806560	nein
b. Empfänger-Dewar DT-591/UA	B2 28A050107P, v. 1. Aug. 1977; C2b 28A050107, v. 5. April 1976	DL-SN-E-807700	nein
(2) a. Infrarotempfänger, Optik SU-103/UA	B2 28A050104A, v. 15. Nov. 1976; C2b 28A050104A, v. 15. Nov. 1976	DL-SN-P-773202	ja
b. Infrarotempfänger, Optik SU-97/UA	B2 28A050105A, v. 15. Mai 1976; C2b 28A050105A v. 5. April 1976	DL-SN-E-806993	ja
(3) a. Kollimator für optische Bildwiedergabe SU-102/UA	B2 28A050105A, v. 15. Nov. 1976; C2b 28A050105A, v.	DL-SN-P-773203	ja

<u>Nomenklatur</u>	<u>Spezifikationsnummer</u>	<u>Datenlisten</u>	<u>Konstruktions- zeichnungen verfügbar</u>
b. Kollimator für optische Bildwiedergabe SU-98/UA	B2 2301020104A, v. 15. Mai 1976; C2b 2301020104, v. 5. April 1976	DL-SM-B-771706	ja
(4) Video- Vorverstärker AM-6923/UA	B2 & C2b 28A050106A, v. 15. Nov. 1976	DL-SM-B-773207	ja (ohne integrier- te Schaltungen)
(5) Spannungsversorg- ung für Empfänger- zelle CN-1503/UA	B2 & C2b 28A050118A, v. 15. Nov. 1976	DL-SM-B-773230	ja
(6) Video-Regelver- stärker PL-1402/UA	B2 & C2b 28A050117A, v. 15. Nov. 1976	DL-SM-B-773228	ja
(7) Video-Ausgangs- verstärker AM-6924/UA	B2 & C2b 28A050116A, v. 15. Nov. 1976	DL-SM-B-773227	ja (ohne integrier- te Schaltungen)
(8) Kryogen-Kühl- maschine HD-1033/UA	B2 & C2b 28A050108A	DL-SM-B-773208	ja
(9) Leuchtdioden- Modul SU-96/UA	B2 & C2b 28A050103A, v. 15. Nov. 1976	DL-SM-B-806559	nein

<u>Nomenklatur</u>	<u>Spezifikationsnummer</u>	<u>Patentlisten</u>	<u>Konstruktions- zeichnungen verfügbar</u>
(10) Mechanische Abtasteinheit PX-9872/UA	B2 28A050107B, v. 20. Juni 1977; C2b 28A050107A, v. 15. Nov. 1976	DL-SM-E-773201	ja
(11) Abtast- und Zeilensprung- Steuereinheit (60 Hz) PL-1408/UA	B2 & C2b 28A050120A v. 15. Nov. 1976	DL-SM-E-773232C	ja
(12) Abtast- und Zeilensprung- Steuereinheit (30 Hz) PL-1403/UA	B2 & C2b 28A050119A, v. 13. Mai 1977	DL-SM-E-771731	ja

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